

ATTACHMENT D

DOCUMENT CONTROL AFFIDAVIT
(REQUEST FOR PROPOSALS)

The undersigned ("Proposer") hereby certifies and agrees as follows

- 1 The Proposer understands that certain documents distributed during the Request for Proposals selection process relate to the preservation of public safety and security. Said documents are identified by the inclusion of the following note:

"WARNING THIS DOCUMENT CONTAINS SSI THAT IS CONTROLLED UNDER THE PROVISIONS OF 49 CFR PART 1520. NO PART OF THIS DOCUMENT MAY BE RELEASED OR REPRODUCED WITHOUT THE WRITTEN PERMISSION OF THE UNDER SECRETARY OF TRANSPORTATION FOR SECURITY, WASHINGTON, D.C. 20590, AND THE EXPRESSED WRITTEN CONSENT OF THE PORT OF OAKLAND, OAKLAND, CALIFORNIA 94607. UNAUTHORIZED RELEASE MAY RESULT IN CIVIL PENALTY OR OTHER ACTION."

The Proposer hereby accepts said documents (hereafter referred to as "Restricted Documents") subject to the limitations stated in this Document Control Affidavit.

- 2 The Proposer is the Chairman, President or Vice President of the prime consultant that intends to submit a proposal. The Proposer accepts the Restricted Documents solely for the purpose of submitting a proposal, or determining in good faith whether to submit a proposal, to receive a contract to furnish the Work. The Proposer is not acting as an agent for any other person or principal.
- 3 The Proposer understands and agrees that by receiving the Restricted Documents it will become a "covered person" under 49 CFR Pt. 15 or 49 CFR Pt. 1520, and subject to the handling and disclosure limitations therein. Unauthorized disclosure may subject Proposer to civil penalty or other enforcement or corrective measure.
- 4 If the Proposer elects not to submit a proposal for the Contract, the Proposer will promptly return to the Port all Restricted Documents.
- 5 If the Proposer submits an unsuccessful proposal for the Contract, then upon award of a contract or contracts to any party, the Proposer will promptly return to the Port all Restricted Documents.
- 6 If the Proposer submits a successful proposal for the Contract, then upon Final Acceptance of the Work, Proposer will promptly return to the Port all Restricted Documents.
- 7 The Proposer understands and agrees that in the course of performing the work, it is authorized to disclose Restricted Documents to sub-consultants to

REQUEST FOR PROPOSAL (RFP)
CITY OF OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER

the limited extent reasonably necessary to perform the work. However, in any communications with sub-consultants, Consultant will disclose Restricted Documents subject to the same restrictions stated herein, and will obtain commercially reasonable assurances that the information contained in any Restricted Documents will be treated as security sensitive information in compliance with 49 CFR Pt 15 or 49 CFR Pt 1520

- 8 The Proposer understands and agrees that in the event that it is chosen to receive a contract for the work, it shall be responsible, in the course of performing the work, for compliance with 49 CFR Pt 15 or 49 CFR Pt 1520 and any other pertinent security guidelines as promulgated by Federal, State and local jurisdictions
- 9 The Proposer understands and agrees that retention and Final Payment for the work of this contract will not be made until the Restricted Documents have been returned to the Port in their original shape and quantity

I hereby swear under penalty of perjury under the laws of the State of California, that the foregoing is true and correct

Date

Signature of Chairman, President, or Vice President

Print name of Chairman, President, or Vice President

Company Name

Business address

City/State/Zip Code

Phone Number

Fax Number

ATTACHMENT E - AUTHORIZATION LETTER
FOR
RECEIPT OF RESTRICTED DOCUMENTS

By this letter, the bearer _____ is authorized to receive
(Print Name)
the Restricted Documents pertaining to the work referenced in the accompanying Document
Control Affidavit in place of and on behalf of the undersigned Chairman/President/Vice President
of the entity entered below and on the accompanying Document Control Affidavit. The
undersigned hereby certifies that the bearer of this letter is an employee of the entity entered
below.

(Employees of express couriers and messenger services are not "employees")

A government issued picture identification must be presented by the bearer

Date

Signature of Chairman, President, or Vice President

Print name of Chairman, President, or Vice President

Company Name

Business address

City/State/Zip Code

Phone Number

Fax Number

TYPE III

11:00

Pres- Proposal

CITY OF OAKLAND

CONTRACTS & COMPLIANCE SIGN IN SHEET

CONTRACTS & COMPLIANCE SIGN IN SHEET
Meeting - Domain Awareness

EMAIL

(625) 337-1884	(925) 773-0088
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Scott Elliott

1485 Lindsey Place, Delhi

778 228 293

11

report@simplexgrinnell.com
Scelliott@simplexgrinnell.com

TYPE 11/7/12 Pre- Proposal Meeting - Domain Awareness 11:00 TIME

11.00

CONTRACTS & COMPLIANCE SIGN IN SHEET

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TYPE PR
11/7/12

12:00

CONTRACTS & COMPLIANCE SIGN IN SHEET

CONTRACTS & COMPLIANCE SIGN IN SHEET
Pre-Proposal Meeting - Domain Administrators

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CONTRACTS & COMPLIANCE SIGN IN SHEET

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11/7/12	Pre-Proposal Meeting - Domain	11:00	Andrews

TIME

[illegible]

IG TYPE III

11.00

CONTRACTS & COMPLIANCE SIGN IN SHEET

CONTRACTS & COMPLIANCE SIGN IN SHEET

Pre-Proposal Meeting - Domain Awareness

[illegible]

11/7/12 PRE-Proposal Meeting - Domain Awareness

12:00

CITY OF OAKLAND

CONTRACTS & COMPLIANCE SIGN IN SHEET

[illegible]

G TYPE 11/17/12
Proc- Proposal Meeting - Domain Awareness
 CONTRACTS & COMPLIANCE SIGN IN SHEET
 TIME 11:00

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TIME

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11/7/12

12.00

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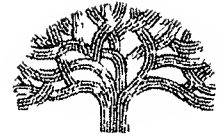
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Notes

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CITY OF OAKLAND



LIONEL J. WILSON BUILDING • 150 FRANK H. OGAWA PLAZA SUITE 7216 • OAKLAND, CA 94612

Department of Information Technology

510.238.2274
FAX 510.238.2201
1100 1510.238.2254

ATTENTION ALL BIDDERS

Addendum No 1 to the
Contract Documents for
Request for Proposal
for the

City of Oakland/Port of Oakland Joint Domain Awareness Center

Date November 9, 2012

From Department of Information Technology and the Contracts and Compliance Division

To Prospective Bidders

- 1 This Addendum No 1 forms a part of the Contract Documents and modifies the original Request for Proposal Documents
- 2 Acknowledge receipt of Addendum No 1 in the space below and attach this signed document to the Proposal
- 3 A pre-proposal meeting was held on Wednesday, November 7, 2012
- 4 The Submittal date has changed to Dec 10, 2012 before 2 00 pm
- 5 Please find the additional information related to the revised dates and site facility tour

1) RFP Schedule Revision

Current RFP Schedule

City Issues RFP Sunday, October 14 2012

Mandatory Pre-Proposal Date and Time Wednesday November 7, 2012, 11 00 AM

Deadline for Questions Tuesday, November 13, 2012, Noon

City Response to Proposer's Questions Friday, November 16, 2012

Proposal Due Date and Time Tuesday, November 27, 2012 at 2 00 PM

Short List of Qualified Proposee s Tuesday, December 4 5.00 PM

Proposer Interviews (at discretion of City) Monday, December 10, 2012

City Selection Friday, December 14

Revised RFP Schedule

City Issues RFP Sunday, October 14 2012

Mandatory Pre-Proposal Date and Time Wednesday November 7 2012 11 00 AM

Optional DAC Facility Tour Friday November 16, 10 00 AM PST

Deadline for Questions Monday November 26 2012 4 00 PM

City Response to Proposer s Questions Friday, November 30 2012

Proposal Due Date and Time Monday December 10 2012 2 00 PM

Short List of Qualified Proposer s Friday, December 14 5 00 PM

Proposer Interviews (at discretion of City) Tuesday December 18, 2012

City Selection Friday December 21 2012

2) Optional DAC Facility Tour – Friday, November 16, 10.00 AM – Only one (1) representative per company that attended the Mandatory Pre-Proposal Meeting will be admitted for the DAC Facility Tour Attendees are required to be at 1605 Martin Luther King Jr Way, Oakland, CA at 10 00 AM

3) Cost Proposal Form – The following cost proposal format shall be used for cost proposal submission

City of Oakland/Port of Oakland Joint Domain Awareness Center - Cost Proposal Form

Part A - Design/Build/Maintain Technology Linkage System

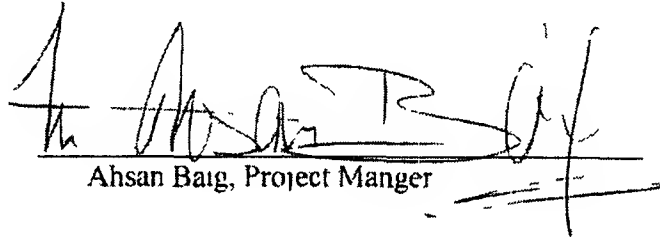
<i>Item</i>	<i>Description</i>	<i>Total (Lump Sum)</i>
1	Professional Services	
2	Hardware (servers, storage, network, audio/visual system, etc)	
3	Software	
4	Training	
5	Support and Maintenance	
	Year 1	
	Year 2	

Part B – Design/Build Existing Building Improvements

1	Professional Services	
2	Construction (Labor, Tools, Appliances, Equipment, Transportation, and Services)	
3	Furniture	

6 For questions regarding the following topics below

- 1 Supplier questions, please send an email to supplier@oaklandnet.com
- 2 Requesting to receive an invitation to participate in a project please send an email to DCPCA@oaklandnet.com
- 3 Project related questions contact the Project Manager Ahsan Baig at 510-238-3010
- 4 Contract compliance questions contact Vivian Inman at 510-238-6261
- 5 Contract administration questions (e.g., planholders list attachments, etc.) please call 510-238-3190, fax your request to 510-238-6267 or log on to the following website <http://www2.oaklandnet.com/Government/o/CP/s/PlanholdersList/index.htm>



Ahsan Baig, Project Manager

ADDENDUM NO 1 ACKNOWLEDGED

Signature of Bidder

Date

CITY OF OAKLAND



LIONEL J. WILSON BUILDING • 150 FRANKLIN BOGWA PLAZA • SUITE 7216 • OAKLAND, CA 94612

Department of Information Technology

510 238 2274
FAX 510 238 2281
TDD 510 238 3254

ATTENTION ALL BIDDERS

Addendum No 2 to the
Contract Documents for
Request for Proposal
for the

City of Oakland/Port of Oakland Joint Domain Awareness Center

Date. November 30, 2012

From Department of Information Technology and the Contracts and Compliance Division

To Prospective Bidders

- 1 This Addendum No 2 forms a part of the Contract Documents and modifies the original Request for Proposal Documents
- 2 Acknowledge receipt of Addendum No 2 in the space below and attach this signed document to the Proposal

A) Request for Proposal (RFP) for City of Oakland/Port of Oakland Joint Domain Awareness Center, Page 21. REVISE the first sentence of Section III-A-24-Correction Period, to read as follows: "If within two (2) years after date of Final Acceptance or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special warranty or guarantee required by the Contract Documents or supplied with regard to the Work or required by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly without cost to the City and in accordance with City's written instructions, (i) correct such defective Work or, if it has been rejected by the City, remove it from the Site and replace it with Work that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other Work or the Work of others resulting therefrom "

B) Request for Proposal (RFP) for City of Oakland/Port of Oakland Joint Domain Awareness Center, Page 27: REVISE Section III-F-3-b, to read as follows:

Request for Proposal Submittal 25 Points

- Total points from the initial review of proposals will be allocated proportionally based on a maximum allowance of 25 points

C) Per Project Specifications for the 90% Bridging Documents for Design/Build Construction for the Domain Awareness Center – Section 27 41 00 Audio-Visual Communications – Part 2 Systems and Equipment – 2.01 A 1 d *Program Audio* Revise the sentence to read as follows.

“Audio will be able to be monitored at existing user headset stations where sources can be self-selected or as a master feed through an existing two channel speaker system within the situation room and selected at the touch panel.”

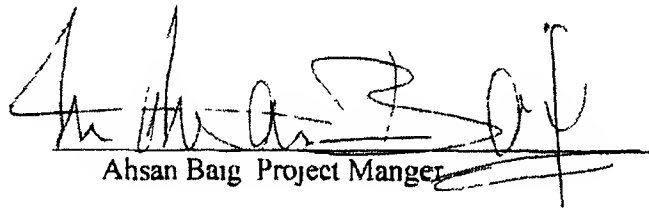
D) Per Project Specifications for the 90% Bridging Documents for Design/Build Construction for the Domain Awareness Center – Section 27 41 00 Audio-Visual Communications – Part 2 Systems and Equipment – 2.01 A 1, add: *“h – Office of Emergency Services 203 The two existing, wall mounted LCD displays shall be connected to the media switcher feeding the video-wall and will be able to view the same sources Source selection will be made at the main touch panel in the Situation Room ”*

E) Per “Restricted Documents” – Project Specifications for the 90% Bridging Documents for Design/Build Construction for the Domain Awareness Center, the following sections are issued as an attachment to this Addendum:

- Division 2 – Existing Building Conditions 02 41 20 Selective Building Demolition
- Division 5 – Metals 05 40 00 Cold-Formed Framing
- Division 6 – Wood, Plastics, and Composites 06 10 50 Misc Rough Carpentry
- Division 7 – Thermal and Moisture Protection 07 90 00 Joint Sealants
- Division 8 – Openings 08 11 15 Pressed Steel Frames
- Division 8 – Openings 08 14 00 Wood Doors
- Division 8 – Openings 08 70 00 Hardware
- Division 8 – Openings 08 80 00 Glazing
- Division 9 – Finishes 09 21 00 Gypsum Board Assemblies
- Division 9 – Finishes 09 65 10 Resilient Base
- Division 9 – Finishes 09 65 20 Resilient Tile Flooring
- Division 9 – Finishes 09 68 00 Carpeting
- Division 9 – Finishes 09 90 00 Painting and Coating
- Division 10 – Specialties 10 11 00 Visual Display Boards

3 For questions regarding the following topics below

- 1 Supplier questions please send an email to supplier@oaklandnet.com
- 2 Requesting to receive an invitation to participate in a project, please send an email to DCPCA@oaklandnet.com
- 3 Project related questions contact the Project Manager Ahsan Baig at 510-238-3010
- 4 Contract compliance questions contact Vivian Inman at 510-238-6261
- 5 Contract administration questions (e.g., plan holders list attachments etc) please call 510-238-3190 fax your request to 510-238-6267 or log on to the following website <http://www2.oaklandnet.com/Government/o/CP/s/PlanHoldersList/index.htm>



Ahsan Baig Project Manager

ADDENDUM NO 2 ACKNOWLEDGED

Signature of Bidder

Date

SECTION 02 41 20
SELECTIVE BUILDING DEMOLITION

PART 1 - GENERAL

1 1 SUMMARY

- A Section Includes Selectively remove materials, systems, components, fixtures and equipment as designated and as required for completion of Project as indicated
 - 1 Cap and identify active utilities
- B Related Sections
 - 1 Section 01 73 00 Cutting and patching

1 2 ADMINISTRATIVE REQUIREMENTS

- A Coordination
 - 1 Do not interfere with use of adjacent building spaces not in Project, maintain free and safe passage to and from
 - 2 Prevent movement of structural components, provide and place bracing and be responsible for safety and support of structural components Assume liability for movement, settlement, damage or injury
 - 3 Cease operations and notify City of Oakland immediately if safety of structural components appears to be endangered, take precautions to properly support structures Do not resume operations until safety is restored

PART 2 - PRODUCTS

2 1 MATERIALS

- A Debris Maintain possession of materials being demolished except where noted as a material for reinstallation or a material to be retained by City of Oakland Immediately remove debris from site
 - 1 Immediately remove from site wet materials and materials with water stains, with mold, and with mildew
- B Materials for Reinstallation Carefully remove, store and protect materials indicated to be reinstalled
 - 1 Refer to Drawings for materials to be salvaged and relocated in Project
 - 2 Contact City of Oakland prior to beginning demolition to determine extent of other materials that might be suitable for reinstallation
 - 3 Relocate salvaged materials to locations indicated, install as required to match original installation for commercial construction
- C City of Oakland Retained Materials Contact City of Oakland prior to beginning demolition to determine extent of materials to be retained Carefully remove materials indicated to be retained by City of Oakland, deliver and store where directed

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PART 3 - EXECUTION

3 1 EXISTING SERVICES

- A Disconnect or remove utility services as required for completion of Project, disconnect, stub off, and cap utility service lines not required for new construction
 - 1 Do not remove utilities discovered during demolition but not indicated without first determining purpose for utility, coordinate with Architect and Engineers
- B Do not disrupt services to adjacent building areas not in Project
- C Place markers to indicate location of disconnected services, identify service lines and capping locations on Project Record Documents

3 2 DEMOLITION

- A Demolish indicated appurtenances as indicated and as required for Project completion in an orderly and careful manner
 - 1 Use methods that do not damage materials indicated to remain
- B Perform demolition in accordance with authorities having jurisdiction
- C Remove demolished materials from site, unless otherwise directed
 - 1 Remove from site, contaminated, vermin infested, and dangerous materials encountered and dispose of by safe means so as not to endanger health of workers or public
- D Remove tools and equipment upon completion of work, leave area in condition acceptable to City of Oakland and Architect

3 3 REPAIR

- A Repair damage to adjacent construction caused as result of this work
- B Repair demolition beyond that required

END OF SECTION

SECTION 05 40 00
COLD-FORMED METAL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

- A Section Includes Requirements for non-load bearing metal framing with anchorage and bracing, and with accessories as required for complete installation

1.2 REFERENCES

- A American Iron and Steel Institute (AISI) Specifications for Design of Cold-Formed Steel Structural Members
- B National Association of Architectural Metal Manufacturers (NAAMM) Standard ML/SFA 540, Lightweight Steel Framing Systems Manual
- C American Welding Society (AWS) D1.3 Structural Welding Code - Sheet Steel

1.3 QUALITY ASSURANCE

- A Welder Qualifications Use qualified welders and comply with AWS D1.3

PART 2 - PRODUCTS

2.1 SYSTEM MANUFACTURERS

- A Dietrich Industries Inc
- B Unimast, Inc
- C Alabama Metal Industries Corp

2.2 MATERIALS

- A System Description Non-load bearing 16 gage metal framing with anchorage and bracing, and with accessories as required for complete installation
- B Regulatory Requirements
 - 1 Seismic Requirements Comply with code requirements for seismic bracing
- C Framing Members Sheet steel conforming to ASTM A1003, A1011, or ASTM A653, formed into "C" shaped sections, with knurled sides and faces
 - 1 Minimum 50,000 psi structural quality steel sheet
- D Track Formed steel, channel shaped, same width as studs, for tight fit
- E Bracing Formed galvanized sheet steel, channel shaped
- F Plates, Gussers, Clips Galvanized steel, of formed or sheet material as required for particular use

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G Fastenings

- 1 Self-Drilling Self-Tapping Screws, Bolts, Nuts and Washers Hot dip galvanized, ASTM A90
- 2 Anchorage Devices Powder driven or drilled expansion bolts, or screws with sleeves
- 3 Welding AWS D1 3, Structural Welding Code - Sheet Steel

H Finish Rust resistant primer

- 1 Accessones Match framing finish

2 3 FABRICATION

A Fabricate assemblies and framed sections of sizes and profiles indicated, with joints fitted and secured, reinforced, and braced to meet design requirements

- 1 Comply with fabrication and connection recommendations of NAAMM ML/SFA 540, "Lightweight Steel Framing Systems Manual "

B Fit and assemble in largest practical sections for delivery and installation

C Wire tying of framing components is not acceptable

D Fabrication Tolerances Fabricate panels to maximum allowable tolerance variation from plumb, level, and true to line of 1/8" in 10'-0"

PART 3 - EXECUTION

3 1 INSTALLATION

A Install metal framing systems in accordance with manufacturer's printed instructions

- 1 Comply with connection and erection recommendations of NAAMM ML/SFA 540, "Lightweight Steel Framing Systems Manual "

B Align top and bottom tracks, locating to wall layout, secure in place with screws or welding at maximum 16" on center

C Place studs not more than 2" from abutting walls and at each side of openings, connect studs to tracks using clips, ties, screws or welding, in accordance with manufacturer's instructions

D Construct corners using minimum three studs, double studs at openings

E Install intermediate studs above and below openings to match wall spacing

F Install cross stud channels for attachment of items anchored to walls

G Install framing between studs for attachment of mechanical and electrical items

H Erect studs, brace, and reinforce to develop full strength

I Make provisions for erection stresses, provide temporary alignment and bracing

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- J Assure framing provides true and flat surfaces, ready to receive finish, with maximum variance of 1/8" in 10'-0"
 - 1 Panels Maximum step in face and jog in alignment between panels is not to exceed 1/16"
- K Touch-up protective coating damaged during handling and installation
 - 1 Use compatible primer for prime coated surfaces

END OF SECTION

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**SECTION 06 10 50
MISCELLANEOUS ROUGH CARPENTRY**

PART 1 - GENERAL

1 1 SUMMARY

- A Section Includes Requirements for miscellaneous wood blocking and plywood

1 2 QUALITY ASSURANCE

- A Lumber Grades Provide visible grade stamp of an agency certified by FPS
- B Lumber Standard Comply with US Product Standard PS20 for each indicated use, including moisture content and actual sizes related to indicated nominal sizes
- C Plywood Standard Comply with PS1 (ANSI A199 1)
- D Certified Wood Products Wood products to be from forests certified "well-managed" by an agency accredited by Forest Stewardship Council (FSC) including SmartWood Program and Forest Conservation Program

PART 2 - PRODUCTS

2 1 MATERIALS

- A System Requirements Miscellaneous wood blocking and plywood
- B Regulatory Requirements Comply with applicable code requirements for miscellaneous rough carpentry
- C Blocking Provide dimensional lumber graded in accordance with FPS Grading Rules, Construction Grade, Douglas Fir, minimum S-Dry
- D Plywood Provide minimum APA C-D exterior (CDX) plywood, stress rated where spanning between supporting members, fire retardant treated, minimum 3/4" thick unless otherwise indicated
- E Nails, Spikes and Staples Galvanized, size and type to suit application
- F Bolts, Nuts, Washers, Lags, Pins and Screws Medium carbon steel, galvanized, size and type to suit application
- G Fasteners Provide fasteners as required for complete, secure installation of miscellaneous rough carpentry
 - 1 Solid Masonry or Concrete Expansion shield and lag bolt type

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2.2 FABRICATION

- A Wood Preservation Treat lumber and plywood to comply with applicable requirements of American Wood Preservers Association
 - 1 Decay Resistance Treatment Pressure treat following items with water-borne preservatives for above ground use with AWWA C-2
 - a Treat wood members in contact with concrete
 - b Kiln-dry wood to a maximum moisture content of 19% after treatment with water-borne preservative
 - 2 Complete fabrication of treated items prior to treatment, wherever possible, if cut after treatment, coat cut surfaces with heavy brush coat of same chemical used for treatment
 - 3 Inspect each piece after drying and discard damaged and defective pieces

PART 3 - EXECUTION

3.1 PLACEMENT

- A Place miscellaneous rough carpentry true to lines and levels
- B Correlate location so attached work will comply with design requirements and be properly located
- C Construct members of continuous pieces of longest possible lengths
- D Fit carpentry work to other work, scribe and cope as required for accurate fit
- E Securely attach carpentry work to substrates by anchoring and fastening as required by recognized standards
 - 1 Provide washers under bolt heads and nuts in contact with wood
- F Wood Blocking Provide blocking of S4S lumber not less than 1-1/2" wide and of thickness required to provide adequate support or to properly locate attached material
 - 1 Provide attachment to other work, form to shapes shown
 - 2 Countersink bolts and nuts flush with surfaces
 - 3 Remove temporary blocking when no longer needed
- G Plywood Comply with recommendations of American Plywood Association (APA) for fabrication and installation of plywood work

END OF SECTION

SECTION 07 90 00
JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

- A Section includes Requirements for joint sealants for interior joints not specified elsewhere with backing rods and accessories as required for complete installation
 - 1 Joint sealants include joint sealers and calking as indicated
- B Related Sections
 - 1 Section 08 80 00 Glazing sealants
 - 2 Section 09 21 00 Sealants used for acoustical treatment at gypsum board

1.2 DELIVERY, STORAGE, AND HANDLING

- A Deliver materials to site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration period for use, cure time, and mixing instructions

1.3 WARRANTY

- A Extended Correction Period Extend correction period to two years
 - 1 Repair or replace joint sealers which fail to perform as intended, because of crumbling, hardening, shrinkage, bleeding, sagging, staining, loss of adhesion, and loss of cohesion

PART 2 - PRODUCTS

2.1 MATERIALS

- A System Description Provide joint sealants with backing rods and accessories
- B Performance Requirements Select materials for compatibility with joint surfaces and indicated exposures
- C Regulatory Requirements Comply with applicable regulatory requirements regarding limitations on volatile organic compound (VOC) emissions limitations
- D Non-Elastomeric Sealants
 - 1 Acrylic-Emulsion Sealant ASTM C834 acrylic or latex-rubber-modified acrylic sealant, permanently flexible, non-staining and non-bleeding, recommended for general interior exposure, compatible with paints specified in Section 09 90 00
 - a Provide at general interior applications
 - b Manufacturers
 - 1) Pecora Corp /AC-20
 - 2) BASF/Sonolac
 - 3) Tremco/Tremflex 834
 - 4) Substitutions Refer to Section 01 25 00

E Miscellaneous Materials

- 1 Primers/Sealers Non-staining types recommended by joint sealer manufacturer for joint surfaces to be primed or sealed
- 2 Joint Cleaners Non-corrosive types recommended by joint sealer manufacturer, compatible with joint forming materials
- 3 Bond Breaker Tape Polyethylene tape as recommended by joint sealer manufacturer where bond to substrate or joint filler must be avoided for proper performance of joint sealer
- 4 Sealant Backer Rod Compressible polyethylene foam rod or other flexible, permanent, durable-non-absorptive material as recommended by joint sealer manufacturer for compatibility with joint sealer
 - a Oversize backer rod minimum 30% to 50% of joint opening

PART 3 - EXECUTION

3.1 PREPARATION

- A Prepare joint surfaces in accordance with ASTM C1193 and as recommended by joint sealer manufacturer
- B Clean joint surfaces immediately before installation of joint sealer, remove dirt, insecure materials, moisture and other substances which could interfere with bond of joint sealer
- C Prime or seal joint surfaces where recommended by joint sealer manufacturer, do not allow primer/sealer to spill or migrate onto adjoining surfaces
- D Ensure protective coatings on surfaces in contact with joint sealers have been completely stripped

3.2 INSTALLATION

- A Comply with manufacturer's printed instructions and ASTM C1193, except where more stringent requirements are shown or specified
- B Set sealant backer rods at proper depth or position in joint to coordinate with other work, including installation of bond breakers and sealant, do not leave voids or gaps between ends of backer rods
 - 1 Do not stretch, twist, puncture or tear backer rods
- C Install bond breaker tape as required to avoid three-sided bond of sealant to substrate and where required by manufacturer's recommendations to ensure joint sealers will perform properly
- D Size materials to achieve required width/depth ratios
- E Employ installation techniques that will ensure joint sealers are deposited in uniform, continuous ribbons without gaps or air pockets, with complete "wetting" of bond surfaces equally on opposite sides

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- F Joint Configuration Fill sealant joint to a slightly concave surface, slightly below adjoining surfaces, unless otherwise indicated
- G Where horizontal joints are between a horizontal surface and vertical surface, fill joint to form a slight cove, so that joint will not trap moisture or dirt
- H Install joint sealers to depths recommended by joint sealer manufacturer but within the following general limitations, measured at center (thin) section of bead
 - 1 Non-Elastomeric Joints 75% to 125% of joint width
- I Spillage Do not allow sealants or compounds to overflow or spill onto adjoining surfaces, or to migrate into voids of adjoining surfaces
 - 1 Clean adjoining surfaces by whatever means may be necessary to eliminate evidence of spillage
- J Cure joint sealers in compliance with manufacturer's instructions and recommendations to obtain high early bond strength, internal cohesive strength and surface durability
- K Maintain finished joints free of embedded matter, ridges and sags

END OF SECTION

SECTION 08 11 15
PRESSED STEEL FRAMES

PART 1 - GENERAL

1 1 SUMMARY

- A Section Includes Requirements for pressed steel frames, including anchors and silencers
 - 1 Pressed steel frames include both door and window framing
- B Related Sections
 - 1 Section 08 14 00 Wood doors
 - 2 Section 08 70 00 Hardware for doors
 - 3 Section 08 80 00 Glazing

1 2 REFERENCES

- A Steel Door Institute (SDI) SDI-100 (ANSI/SDI A250 8) - Recommended Specifications - Standard Steel Doors and Frames
- B National Association of Architectural Metal Manuf (NAAMM) Hollow Metal Manual

1 3 ADMINISTRATIVE REQUIREMENTS

- A Coordination
 - 1 Coordinate hardware installation with Section 08 70 00 - Hardware
 - 2 Coordinate glass installation with Section 08 80 00 - Glazing

1 4 SUBMITTALS

- A Product Data Submit manufacturers' literature
- B Shop Drawings Indicate general construction, configuration, jointing methods, reinforcements, anchorage methods, hardware locations, and locations of cut-outs

PART 2 - PRODUCTS

2 1 SYSTEMS MANUFACTURERS

- A The Ceco Corporation
- B Curries Division Assa Abloy Door Group
- C Amweld Building Products Inc
- D Pioneer Industries, Inc

2 2 MATERIALS

- A System Description Provide pressed steel frames, including anchors and silencers

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- B Frames Match existing
 - 1 Gage Minimum 16 gage
 - 2 Door Silencers Manufacturer's standard resilient type, removable for replacement
- C Glazing Stops Match existing, unsecured side integral with unit, secured side fastened with flush, countersunk Allen type fasteners, minimum 16 gage

2.3 FABRICATION

- A Conform to requirements of SDI (ANSI A250 Series) or NAAMM
- B Reinforce and prepare frames to receive hardware
 - 1 Refer to Section 08 70 00 for hardware requirements
- C Frames Accurately form and cut corners to match existing
 - 1 Head Reinforcement Reinforce frames wider than 4'-0" with minimum 12 gage formed steel channels welded in place, flush with top of frames
 - 2 Doors at Glazed Panels Reinforce jambs and heads of frames for doors which occur adjacent to glazed sidelights and partitions
- D Door Silencers Place three single bumpers on single door frames, space equally along strike jambs
- E Provide jamb anchors per SDI-100 (ANSI/SDI 250.8) and NAAMM, weld floor jamb anchors in place
- F Edge Clearances
 - 1 Between Doors and Frames Maximum 1/8" at head and jambs
- G Finish Prime paint Comply with requirements of Section 09 90 00 - Painting and Coating for primer including application and compatibility with specified finishes

PART 3 - EXECUTION

3.1 INSTALLATION

- A Install frames in accordance with SDI-100 (ANSI/SDI A250.8) and ANSI/SDI A250.11 or NAAMM "Hollow Metal Manual" and with manufacturer's recommendations and installation instructions
- B Install frames plumb and square
- C Remove and replace frames damaged during delivery, storage, installation and construction
 - 1 Paste filler repair shall not be permitted
- D After installation, touch-up scratched paint surfaces

END OF SECTION

SECTION 08 14 00
WOOD DOORS

PART 1 - GENERAL

1.1 SUMMARY

A Section Includes Requirements for flush wood doors as indicated

1 Contractor Option Provide shop finished wood doors

B Related Work

1 Section 08 11 10 Pressed steel frames

1.2 REFERENCES

A Architectural Woodwork Standards, (AWS) Edition 1, 2009

B Window and Door Manufacturer's Association (WDMA) Guide Specifications

1.3 ADMINISTRATIVE REQUIREMENTS

A Coordination

1 Hardware Coordinate hardware installation with Section 08 70 00 - Hardware

2 Painting Coordinate with Section 09 90 00 - Painting and Coating whether wood doors are to be shop finished or field painted

1.4 QUALITY ASSURANCE

A Certified Wood Products Wood products to be from forests certified "well-managed" by an agency accredited by Forest Stewardship Council (FSC)

1.5 SITE CONDITIONS

A Do not deliver or install doors until conditions for temperature and relative humidity have been stabilized in accordance with referenced standards requirements applicable to Project location

1.6 WARRANTY

A Extended Correction Period Provide for replacing, rehanging, and refinishing wood doors exhibiting defects in materials or workmanship including warp and delamination

1 Period Two years

PART 2 - PRODUCTS

2.1 SYSTEMS MANUFACTURERS

A Algoma Hardwoods, Inc

B Eggers Industries Architectural Door Division

C Marshfield Door Systems, Inc

D VT Industries

2.2 MATERIALS

- A System Description Provide flush wood doors as indicated
- B Solid Core Flush Wood Doors AWS/Premium Grade, 5 Ply Hot Press, 1-3/4" thick solid wood framed glued block construction or particleboard core five ply construction, Contractor option to use WDMA comparable standards
 - 1 Transparent/Stained Wood Veneers AWS/Premium Grade veneers for transparent/stained finish, nominal 1/40" thick before sanding, not less than 1/50" after sanding
 - a Wood Veneers Match existing
 - 2 Edges Stile edges to match face veneer, minimum 1-1/8" thick after trim
 - 3 Core Bond stiles and rails to core and sand prior to assembly of face veneers
 - 4 Bond Type Provide Type II Bond for interior doors

2.3 FABRICATION

- A Fabricate doors in accordance with requirements of specified standards
 - 1 Prefit wood doors
 - 2 Prepare doors to receive hardware in shop, refer to Section 08700 for hardware requirements and templates
 - 3 Factory machine doors for mortise hardware
- B Bevel strike edge of single-acting doors, 1/8" in 2"
- C Shop Finished Doors (Contractor Option) Conform to requirements specified in Section 09 90 00 – Painting and Coating

PART 3 - EXECUTION

3.1 INSTALLATION

- A Install wood doors in accordance with manufacturer's recommendations and installation instructions, and reference standards, plumb and square, and with maximum diagonal distortion of 1/16"
- B Rehang or replace doors which do not swing or operate freely

3.2 PROTECTION

- A Protection Protect doors as recommended by door manufacturer to ensure doors are without damage at time of substantial completion
 - 1 Shop Finished Doors Refinish or replace damaged doors

END OF SECTION

SECTION 08 70 00
HARDWARE

PART 1 - GENERAL

1.1 SUMMARY

- A Section Includes Requirements for hardware for wood doors
 - 1 Original door hardware removed from existing doors on Project may be reused for new door if in premium quality condition and fully operational

1.2 REFERENCES

- A ANSI A115 and A115W Series Door and Frame Preparation Standards
- B ANSI A156.1 through A156.20 Standards for various hardware items
- C California Building Code California Code of Regulations, Title 24, Part 2
- D Americans with Disabilities Act (ADA) Standards

1.3 ADMINISTRATIVE REQUIREMENTS

- A Hardware Schedule Contractor to develop Hardware Schedule based on requirements in Contract Documents with Architectural Hardware Consultant (AHC) with not less than five years successful experience in scheduling hardware
 - 1 AHC may be independent or may be employed by manufacturer or supplier
- B Coordination Coordinate hardware installation doors including but not necessarily limited to following
 - 1 Coordinate hardware installation with pressed steel frames installation in Section 08 11 15
 - 2 Coordinate hardware with installation with wood doors installation in Section 08 14 00
- C Pre-Installation Meeting Convene pre-installation meeting prior to commencing work of this section. Include persons involved with installation of doors, frames, and hardware

1.4 QUALITY ASSURANCE

- A Supplier Qualifications Recognized builder's hardware supplier with minimum five years successful experience in scheduling and furnishing hardware
 - 1 Provide services of Architectural Hardware Consultant to supervise hardware supply

1.5 DELIVERY, STORAGE, AND HANDLING

- A Deliver hardware in manufacturer's original packages, marked for intended opening and use
- B Pack complete with necessary screws, bolts, keys, instructions, and installation template, if necessary, for spotting mortising tools

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- C Upon delivery, furnish complete list of hardware for checking, clearly marked to correspond with marking on each package
 - 1 Review list for completeness and accuracy

PART 2 - PRODUCTS

2.1 MATERIALS

- A System Description Provide door hardware and accessories as required for complete operational installation
 - 1 Review Drawings for door locations and types, comply with following general requirements, match existing similar door hardware on Project unless otherwise specifically stated
 - 2 Provide hardware items with accessories complete to door function as intended, as specified, and as required by applicable codes and regulations
 - 3 Provide heavy duty commercial grade units of each type of hardware (hinges, pivots, locksets, latchsets, closers, trim) from single manufacturer unless otherwise indicated
- B Regulatory Requirements
 - 1 Access for Persons with Disabilities Comply with California Building Code and Americans with Disabilities Act (ADA) Standards
- C Hinges and Butts ANSI A156.1, comply with following unless otherwise indicated
 - 1 Manufacturers
 - a Hager Hinge Co
 - b Lawrence Brothers Inc
 - c McKinney Products Co., Div of ASSA ABLOY
 - d Stanley Hardware Division of Stanley Works
 - 2 Doors 1-3/4" Thick 4-1/2" heavy weight, extra heavy weight ball or oilite bearing where over 40" wide
 - a Provide widths sufficient to clear trim projection when door swings 180 degrees
 - 3 Provide minimum three hinges unless otherwise indicated
 - 4 Tips Match existing
- D Locking Devices Provide of metal matching specified finish, interior parts of steel and zinc-dichromate plating, to resist rusting and corrosion, do not supply plastic, die-cast or aluminum mechanisms
 - 1 Manufacturers
 - a Schlage Lock Co Div Ingersoll Rand
 - b Sargent Manufacturing Co., Division of ASSA ABLOY Group
 - c Yale Security, Inc Division of ASSA ABLOY Group
 - d Best Access Systems a Stanley Company

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- 2 Type Provide locksets with not less than 6 pin tumbler cylinders unless higher level of security is required by Port of Oakland
 - a Cylindrical Locksets and Latchsets ANSI A156 2, Series 4000, Grade 1, Bored Type (cylindrical)
- 3 Lockset and Latchset Design Solid lever with rose to match existing
- 4 Backset 2-3/4"
- 5 Strikes Furnish standard strikes with extended lips where required to protect trim from being marred by latch bolt, verify type of cutouts provided in metal frames
- E Cylinders, Keys, and Keying Hardware manufacturers shall provide for grand master, master key alike or key different keying as directed by Port of Oakland to match existing master keying system
 - 1 Provide cylinders of extruded brass bar material
 - 2 Submit keys for final use to Port of Oakland, provide not less than two keys for each lockset, six of each type and level of masterkey, two grand master keys, and 5% extra blanks
- F Door Stops Required, match existing

2 2 ACCESSORIES

- A General Provide complete hardware with accessories as required for doors and applications indicated
- B Templates Furnish templates or physical hardware items to manufacturers concerned sufficiently in advance to avoid delay in Work
- C Reinforcing Units Furnished by door manufacturer, coordinated by hardware manufacturer
- D Fasteners Furnish as recommended by manufacturer and as required to install secure hardware
 - 1 Finish Match hardware
 - 2 Furnish screws for items applied on gypsum board sufficiently long to provide solid connection to framing or backing
- E Through Bolts Through bolts and grommet nuts shall be avoided on door faces in highly visible areas, unless no alternative is possible, as directed and approved, and shall not be used for solid wood core doors

2 3 FINISHES

- A General Match existing finishes on comparable hardware on comparable doors

PART 3 - EXECUTION

3 1 INSTALLATION

- A Install finish hardware specified under this section, coordinate with manufacturer and installation of doors and frames
- B Fit hardware prior to painting Remove for painting of doors and frames before final installation of hardware
- C Install hardware in accordance with manufacturer's instructions
- D No extra cost will be allowed because of changes or corrections necessary to facilitate installation of hardware

3 2 MOUNTING POSITIONS

- A General Match existing unless otherwise required by applicable codes or regulations

3 3 ADJUSTING

- A Qualified hardware supplier's or manufacturer's representatives shall inspect installation and make adjustments
 - 1 Adjust closers, locks, and critical operational hardware
 - 2 Deliver instructions for maintenance and future adjustments to Port of Oakland's Representative

3 4 HARDWARE SCHEDULE

- A The Hardware Schedule or Hardware Groups shall be prepared by an Architectural Hardware Consultant hired by Contractor
 - 1 AHC to Examine Drawings and Specifications and furnish proper hardware for door openings

END OF SECTION

SECTION 08 80 00
GLAZING

PART 1 - GENERAL

1 1 SUMMARY

- A Section Includes Requirements for glass and glazing for metal frames including accessories as required for complete installation
- B Related Sections
 - 1 Section 08 11 15 Pressed steel frames

1 2 REFERENCES

- A Glass Association of North America (GANA) Glazing Manual

PART 2 - PRODUCTS

2 1 MATERIALS

- A System Description Provide glass and glazing to match existing but not less than following
- B Regulatory Requirements
 - 1 Safety Glass Standard Comply with applicable codes, CPSC 16 CFR 1201, and pass ANSI Z97.1
- C Tempered Glass Select glazing quality, float glass, fully tempered, ASTM C1048, Kind FT, nominal thickness 1/4", safety glass
- D Spacer Shims Silicone compatible, 50 durometer hardness, 3" long by 3/32" thick by 1/4" high
- E Setting Blocks 70-90 durometer hardness, 4" long by 3/8" thick by 1/4" high standard setting blocks
- F Glazing Sealant ASTM C920, Type S, Grade NS, elastomeric one-component silicone glazing sealants as recommended by sealant manufacturer for application involved, color to match existing

PART 3 - EXECUTION

3 1 PREPARATION

- A Clean glazing channels and framing members to receive glass immediately before glazing, remove coatings not firmly bonded to substrate
- B Apply primer to joint surfaces where recommended by sealant manufacturer

3 2 INSTALLATION

- A Comply with GANA Glazing Manual and glazing manufacturer recommendations and installation instructions
 - 1 Do not allow glass to touch metal surfaces
- B Place setting blocks at quarter points in thin course of sealant

- C Install removable stops with glass centered in space with spacer shims at 2'-0" intervals on both sides of glass, 1/4" below sightline
- D Sealant Glazing Fill gap between glass and stops with sealant to depth equal to bite of frame on glass but not more than 3/8" below sightline
 - 1 Apply sealant to uniform and level line, flush with sightline, tool or wipe sealant surface for smooth appearance, at exterior locations tool sealant so water is carried away from glass

3 3 CLEANING

- A At areas subject to potential impact mark glass after installation by crossed streamers attached to framing and held away from glass, do not apply markers to surface of glass
- B Remove nonpermanent labels immediately after sealant cures, cure sealants for high early strength and durability
- C Remove and replace glass which is broken, chipped, cracked, abraded or damaged during construction period, including natural causes, accidents and vandalism

END OF SECTION

**SECTION 09 21 00
GYPSUM BOARD ASSEMBLIES**

PART 1 - GENERAL

1 1 SUMMARY

- A Section Includes** Provide gypsum board systems including gypsum board, joint treatment, acoustical accessories, and general accessories for complete installation
- B Related Sections**
 - 1** Section 05 40 00 Cold-formed structural metal framing

1 2 REFERENCES

- A** ASTM C840 Application and Finishing of Gypsum Board

1 3 ADMINISTRATIVE REQUIREMENTS

- A** Coordination, Openings Obtain dimensions and locations from other trades and provide openings and enclosures for accessories, specialties, equipment, and ductwork

1 4 PROJECT CONDITIONS

- A** Do not begin installation of interior gypsum board until space is enclosed, space is not exposed to other sources of water, and space is free of standing water
- B** Maintain areas to receive gypsum board at minimum 50 degree F for 48 hours prior to application and continuously after application until drying of joint compound is complete, comply with ASTM C840
- C** Immediately remove from site gypsum board for interior use exposed to water, including gypsum board with water stains, with signs of mold, and gypsum board with mildew

PART 2 - PRODUCTS

2 1 SYSTEMS MANUFACTURERS

- A** National Gypsum Co
- B** Georgia-Pacific Corp
- C** United States Gypsum Co , USG Corp

2 2 MATERIALS

- A** System Description Provide gypsum board assemblies including gypsum board, joint treatment, acoustical accessories, and general accessories
 - 1** Systems Responsibility Provide products manufactured by or recommended by manufacturer of gypsum board to maintain single-source responsibility for system

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- B Performance Requirements Perform gypsum board systems work in accordance with recommendations of ASTM C840 unless otherwise specified
- C Gypsum Board Comply with ASTM C840, maximum permissible lengths, ends square cut, tapered edges on boards to be finished
 - 1 Typical ASTM C1396, Type X, fire rated gypsum board, unless otherwise indicated
- D Gypsum Board Accessories Comply with ASTM C840
 - 1 Provide protective coated steel corner beads and edge trim, type designed to be concealed in finished construction by tape and joint compound
 - 2 Corner Beads Manufacturer's standard metal beads
 - 3 Edge Trim "J", "L", "LK", or "LC" casing beads
 - 4 Reinforcing Tape, Joint Compound, Adhesive, Water, Fasteners Types recommended by system manufacturer and conforming to ASTM C475
 - a Typical Joint Compound Chemical hardening type for bedding and filling, ready-mixed or powder vinyl type for topping
 - 5 Control Joints Back to back casing beads
 - a Back control joints with 4 mil thick polyethylene air seal
- E Acoustical Accessories
 - 1 Acoustical Insulation Preformed mineral fiber, ASTM C665, Type I, friction fit type without integral vapor barrier, as required to meet STC ratings indicated, or of thickness indicated
 - 2 Acoustical Sealant ASTM C919, type recommended for use in conjunction with gypsum board
 - a Type Paintable, non-shrinking and non-cracking where exposed, non-drying, non-skinning, non-staining, and non-bleeding where concealed
 - 3 Electrical Box Pads Provide at outlet, switch and telephone boxes in walls with acoustical insulation
 - a Electrical Box Pad Manufacturers
 - 1) Harry A. Lowry & Associates (800 772 2521)/Lowry's Electrical Box Pads
 - 2) Tremco Sheet Caulking (850 572 1656)
 - 3) Hevi-Duty Nelson (800 331 7325)/Putty Pads
 - 4) Specified Technologies, Inc. (800 992 1180)/Putty Pads
 - 5) Hilti, Corp /Hilti Box Pads

PART 3 - EXECUTION

3 1 INSTALLATION

- A Gypsum Board Installation Install in accordance with ASTM C840 and manufacturer's recommendations
- 1 Use screws when fastening gypsum board to furring and to framing
 - 2 Erect gypsum board with ends and edges occurring over firm bearing
 - 3 Place control joints to be consistent with lines of building spaces
 - a Provide where system abuts structural elements.
 - b Provide at dissimilar materials
 - c Lengths exceeding 30'-0" in partitions
 - d Ceiling areas exceeding 50'-0" or 2500 square feet
 - e Wings of "L", "U" and "T" shaped ceilings
 - 4 Place corner beads at external corners, use longest practical lengths
 - 5 Place edge trim where gypsum board abuts dissimilar materials
 - 6 Tape, fill, and sand exposed joints, edges, corners and openings to produce surface ready to receive finishes, feather coats onto adjoining surfaces
 - 7 Finishing Comply with Gypsum Association (GA) "Levels of Gypsum Board Finish"
 - a GA Level 4 (Typical) Provide three coat finishing and sanding is required for surfaces indicated to be painted, provide flush, smooth joints and surfaces ready for applied paint finishes
 - 8 Remove and replace defective work
- B Acoustical Accessories Installation
- 1 Place acoustical insulation tight within spaces, around cut openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions
 - 2 Place acoustical sealant within partitions in accordance with manufacturer's recommendations, install acoustical sealant at gypsum board perimeter at
 - a Metal Framing One or two beads
 - b Base layer and face layer
 - c Penetrations of partitions
 - 3 Tolerance Maximum 1/4" space between gypsum board at floor, ceiling, and penetrations
 - 4 Install electrical box pads with pads molded and pressed on back side of box, closing openings, in accordance with manufacturer's instructions, for complete acoustical barrier

END OF SECTION

SECTION 09 65 10
RESILIENT BASE

PART 1 - GENERAL

1 1 SUMMARY

- A Section Includes Requirements for resilient base and accessories as required for complete finished installation
- B Related Sections
 - 1 Section 09 65 20 Resilient tile flooring
 - 2 Section 09 68 00 Carpet edge strips

1 2 SITE CONDITIONS

- A Comply with manufacturer recommendations for site conditions but not less than following, maintain minimum 70 degree F air temperature at installation area for three days prior to, during, and for 24 hours after installation
- B Store materials in area of application, allow three days for material to reach same temperature as area

PART 2 - PRODUCTS

2 1 SYSTEMS MANUFACTURERS

- A Burke-Mercer Flooring Products
- B Roppe Rubber Corporation
- C Armstrong World Industries
- D Flexco Co
- E Johnsonite, Inc

2 2 MATERIALS

- A System Description Provide resilient base and accessories to match existing and as required for complete finished installation
- B Performance Requirements Provide materials tested under ASTM E648, Flooring Radiant Panel Test, with results of 0.45 watts/sq. cm or higher
- C Resilient Base Match existing but not less than ASTM F1861, with premolded end stops and external corners, 1/8" gage, provide coved base at hard floor surfaces, straight base at carpet unless otherwise indicated
- D Primers and Adhesives Water-resistant nontoxic types recommended by base manufacturer for specified material and application

PART 3 - EXECUTION

3.1 INSTALLATION

- A Apply to walls, columns, pilasters, casework, and other permanent fixtures in rooms and areas where base is required
 - 1 Fit base joints tight and vertical
 - 2 Maintain minimum measurement of 18" between joints
- B Miter internal corners, use molded sections for external corners and exposed ends
- C Install base on solid backing, adhere tightly to wall and floor surfaces, fill voids along top edge of base with manufacturer's recommended adhesive filler
- D Scribe and fit to door frames and other obstructions
- E Install straight and level to variation of plus or minus 1/8" over 10'-0"

3.2 CLEAN-UP

- A Remove excess adhesive from floor, base and wall surfaces without causing damage
- B Clean surfaces in accordance with manufacturer's recommendations

END OF SECTION

SECTION 09 65 20
RESILIENT TILE FLOORING

PART 1 - GENERAL

1 1 SUMMARY

- A Section Includes Requirements for resilient tile flooring and accessories as required for complete finished installation
- B Related Sections
 - 1 Section 09 65 10 Resilient base
 - 2 Section 09 68 00 Carpet edge strips

1 2 SITE CONDITIONS

- A Ensure floor surfaces are smooth and flat with maximum variation of 1/8" in 10'-0"
- B Ensure concrete floors are dry and exhibit negative alkalinity, carbonizing, and dusting
- C Maintain minimum 70 degree F air temperature at flooring installation area for three days prior to, during, and for 24 hours after installation
- D Store flooring materials in area of application, allow three days for material to reach same temperature as area

PART 2 - PRODUCTS

2 1 SYSTEMS MANUFACTURERS

- A Armstrong World Industries, Inc
- B Congoleum Corp
- C Tarkett Inc/Azrock

2 2 MATERIALS

- A System Description Provide resilient tile flooring and accessories to match existing
- B Regulatory Requirements
 - 1 Flammability Provide materials tested under ASTM E648, Flooring Radiant Panel Test, with results of 0.45 watts/sq cm or higher
 - 2 Slip Resistance Provide materials tested under ASTM D2047, James Slip Test with minimum 0.6 rating for floors
- C Vinyl Composition Tile (VCT) Match existing but not less than 12" by 12" by 1/8" thick, vinyl composition tile conforming to ASTM F1066, Composition 1
 - 1 Color and Pattern Match existing

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- D Edge Strips Match existing, homogeneous vinyl or rubber, tapered or bullnose edge
- E Sub-Floor Filler White premixed latex-cement paste designed for providing thin solid surface for leveling and minor ramping of subsurface to adjacent floor finishes
 - 1 Use material capable of being applied and feathered out to adjacent floor without spalling
- F Primers and Adhesives Waterproof nontoxic types as recommended by flooring manufacturer for specified material and application
- G Sealer and Wax Type recommended by flooring manufacturer for material type and location

PART 3 - EXECUTION

3 1 PREPARATION

- A Conform to manufacturer's recommendations for preparation and to ASTM F710
- B Remove sub-floor ridges and bumps, fill low spots, cracks, joints, holes and defects with sub-floor filler
- C Clean floor and apply, trowel and float filler to leave smooth, flat hard surface, prohibit traffic until filler is cured
- D Test substrate for moisture content in accordance with flooring manufacturer recommendations, where moisture content exceeds manufacturer recommendations take measures recommended by flooring manufacturer

3 2 INSTALLATION

- A Conform to manufacturer recommendations and installation instructions
 - 1 Open floor tile cartons, enough to cover each area, and mix tile to ensure shade variations do not occur within any one area
- B Spread cement evenly in quantity recommended by manufacturer to ensure adhesion over entire area of installation, spread only enough adhesive to permit installation of flooring before initial set
- C Set flooring in place using methods to ensure full adhesion
- D Lay flooring with joints parallel to building lines to produce symmetrical pattern
- E Install minimum 1/2 tile at room and area perimeter
- F Terminate resilient flooring at centerline of door openings where adjacent floor finish is dissimilar
- G Install edge strips at unprotected and exposed edges where flooring terminates
- H Scribe flooring to walls, columns, floor outlets and other appurtenances, to produce tight joints
- I Edge Strips Install where edge of tile would otherwise be exposed, butt to flooring without gaps, set in adhesive

3.3 CLEAN-UP AND PROTECTION

- A Remove excess adhesive from floor, base and wall surfaces without causing damage
- B Clean, seal and wax floor surfaces in accordance with manufacturer's recommendations
- C Prohibit traffic from floor for 48 hours after installation

END OF SECTION

SECTION 09 68 00
CARPETING

PART 1 - GENERAL

1.1 SUMMARY

- A Section Includes Requirements for carpeting with accessories including edge strips where carpeting terminates at other floor finishes, for complete finished installation
- B Related Sections
 - 1 Section 09 65 10 Resilient base for carpeted areas

1.2 QUALITY ASSURANCE

- A Installer Qualifications Approved by carpet manufacturer, upon request, submit letter from carpet manufacturer stating installer is acceptable

1.3 SITE CONDITIONS

- A Do not commence carpet installation until painting and finishing work is complete and ceiling and other overhead work has been tested, approved and completed, unless specifically approved
- B Maintain room temperature at minimum 60 degrees F for at least 24 hours prior to installation, relative humidity shall be approximately that at which the area is to be maintained
- C Schedule, receive and place carpet on floors indicated, protect from soiling and damage during transit, storage, and installation

1.4 WARRANTY

- A Extended Correction Period Provide for promptly repairing or replacing carpet which exhibits evidence of defective materials or workmanship
 - 1 Repairs Make repairs within ten days of City of Oakland's written notification
 - 2 Period Two years

PART 2 - PRODUCTS

2.1 SYSTEMS MANUFACTURERS

- A Mannington Carpet
- B Mohawk Industries including Mohawk, Lees, and Bigelow Carpets
- C Shaw Industries Group

2.2 MATERIALS

- A System Description Provide carpeting to match existing with accessories including edge strips where carpeting terminates at other floor finishes

- B Regulatory Requirements, Flammability Carpet and underlay (if any) shall have passed following tests
 - 1 DOC-FF-1-70 Pass
 - 2 NFPA 258 (Smoke Density) 450 or less
 - 3 ASTM E648 (Flooring Radiant Panel Test) 0.45 or higher
- C Design Criteria Provide carpet materials that bear Carpet and Rug Institute "Green Label Plus"
- D Performance Criteria Carpet shall develop less than 3.0 kilovolts of static at 70 degrees F and 20% relative humidity
- E Carpet Match existing but not less than following
 - 1 Yarn Sixth or later generation continuous filament soil hiding nylon
 - 2 Primary Backing Polypropylene
 - 3 Secondary Backing Polypropylene or ActionBak
- F Underlay (If Any) Match existing but not less than natural or synthetic fiber cushions recommended for use in commercial applications, complying with Carpet Cushion Council recommendations, mildew resistant
 - 1 Type Minimum 32 oz/sy weight, 1/4" to 5/16" thick
- G Carpet Gripper Type recommended by carpet manufacturer to suit application, complete with attachment devices
- H Adhesive Nontoxic type recommended by carpet and underlay manufacturers to suit application and expected service
- I Leveling and Ramping Material Latex-cement material designed for providing thin solid surface for leveling and minor ramping of subsurface to adjacent floor finishes
 - 1 Use material capable of being applied and feathered out to adjacent floor without spalling
- J Edge Strips Match existing
- K Accessories Provide as required for complete finished installation

PART 3 - EXECUTION

3.1 PREPARATION

- A Clean floors of dust, dirt, solvents, oil, grease, paint, plaster and other substances detrimental to proper performance of adhesive and carpet, allow floors to thoroughly dry
- B Ensure floors are level, with maximum surface variation of 1/4" in 10 feet
- C Ensure concrete floors are free from scaling and irregularities and exhibit neutrality relative to acidity and alkalinity

- D Use leveling and ramping material to patch cracks, small holes, leveling and for ramping to provide finished carpet within 1/2" of adjacent flooring materials
- E Test substrate for moisture content in accordance with flooring manufacturer recommendations, where moisture content exceeds manufacturer recommendations take measures recommended by flooring manufacturer

3.2 INSTALLATION

- A Adhesive Installation Prime substrate if required and as recommended by manufacturer, spread adhesive in quantity recommended by manufacturer to ensure proper adhesion over full area of installation
 - 1 Apply only enough adhesive to permit proper adhesion of carpet before initial set
- B Tackless (Stretched) Underlay Installation Install in accordance with underlay manufacturer recommendations and installation instructions
 - 1 Install underlay using maximum sized pieces, securely adhered to subfloor, butt edges firmly together, without overlap
 - 2 Remove air pockets and ridges in underlay and slightly stretch
 - 3 Butt underlay tightly to carpet gripper and projections, tape joints and seams
 - 4 Carpet seams shall not fall directly over underlay seams
- C Install carpet in accordance with carpet manufacturer recommendations and installation instructions
 - 1 Check matching of carpet before cutting and ensure there are no visible defects or variations between dye lots
- D Cut carpet, where required, in manner to allow proper seam and pattern match, ensure cuts are straight, true, and unfrayed
- E Where possible and practical, locate seams in areas of least amount of traffic, no seams shall be perpendicular to doors or entries, seams parallel to doors shall be centered directly under door
 - 1 Follow wall line parallel to carpet direction for seams occurring at corridor change of direction
 - 2 Join seams in recommended manner so as not to detract from appearance of carpet installation and decrease its life expectancy, ensure seams are straight, not overlapped or peaked, and free of gaps
- F Adhesive Installation Install carpet securely bonded to substrate
- G Tackless (Stretched) Installation Stretch carpet and secure to carpet grippers
- H Lay carpet with run of pile in direction of anticipated traffic, do not change run of pile in any one room or from one room to next where continuous through a wall opening

- I Cut and fit carpet neatly around projections through floor and to walls and other vertical surfaces
- J Fit carpet snugly to walls or other vertical surfaces where no base is scheduled, leaving no gaps
- K Do not place heavy objects such as furniture on carpeted surfaces for minimum of 24 hours or until adhesive is set
- L Lay installation tight and flat to sub-floor, well fastened, and uniform in appearance, ensure monolithic color, pattern and texture match within any one area
- M Edging Strps Install in accordance with manufacturer recommendations and installation instructions
 - 1 Install edging strips where carpet terminates at other floor coverings
 - 2 Use full length pieces only, butt tight to vertical surfaces Where splicing cannot be avoided, butt ends tight and flush

END OF SECTION

SECTION 09 90 00
PAINTING AND COATING

PART 1 - GENERAL

1.1 SUMMARY

- A Section Includes Requirements for painting and finishing of exposed items and surfaces requiring field painting and finishing including shop primed items
 - 1 Specified surface preparation, priming and coats of paint are in addition to shop-priming and surface treatment specified under other sections of work
 - 2 Painting and finishing includes field finishing of exterior and interior items not listed as "Surfaces not to be Painted" unless clearly indicated otherwise
 - 3 Painting and finishing includes field finishing of select shop finished items where indicated as required to match adjacent surfaces, such as mechanical grilles and registers
 - 4 Field paint exposed bare and covered pipes, ducts, and hangers, exposed steel and iron work, and primed metal surfaces of equipment installed under mechanical and electrical work in occupied spaces
 - 5 Wood Doors Contractor option to factory finish or field finish, coordinate with Section 08 14 00 - Wood Doors
- B Surfaces Not To Be Painted
 - 1 Finished items including finished metal surfaces
 - 2 Walls and ceilings in concealed areas and generally inaccessible areas
 - 3 Moving parts of operating mechanical and electrical units
 - 4 Labels Keep equipment identification and fire rating labels free of paint
- C Related Sections Shop priming of ferrous metal items is included under various Specification sections

1.2 SUBMITTALS

- A Samples Submit samples for review of color and texture, provide list of material and application for each coat of each finish sample
 - 1 Brush-Outs Submit samples of each color and material with texture to simulate actual conditions, on hardboard
 - a Submit 8" by 10" samples of wood finishes on actual wood surfaces, label and identify each as to location and application
 - 2 Field Samples Duplicate painted finishes of approved samples on actual wall surfaces and components for approval prior to commencing work
 - a Size Minimum 100 sf located where approved
 - b Components One full component as directed
 - c Simulate finished lighting conditions for review

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1.3 DELIVERY, STORAGE, AND HANDLING

- A Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer's name and label, with
 - 1 Name of material, color and sheen
 - 2 Manufacturer's name, stock number and date of manufacture
 - 3 Contents by volume, for major pigment and vehicle constituents
 - 4 Thinning and application instructions

1.4 SITE CONDITIONS

- A Apply water-base paints when temperature of surfaces and surrounding air are between 50 and 90 degrees F
- B Do not apply paint in rain, fog or mist, or when relative humidity exceeds 85 percent, or to damp or wet surfaces
- C Painting may be continued during inclement weather if areas to be painted are enclosed and heated within temperature limits specified
- D Provide additional temporary ventilation during interior application of paints to eliminate volatile organic compound (VOC) emissions from interior spaces as quickly as possible

PART 2 - PRODUCTS

2.1 SYSTEMS MANUFACTURERS

- A Benjamin Moore & Co
- B Sherwin-Williams Co
- C Pittsburgh Paints, PPG Pittsburgh Paints
- D Dunn-Edwards Corp
- E ICI Paints including Devoe, Fuller O'Brien, Glidden, and Sinclair
- F Kelly Moore Paint Co
- G Vista Paint Co
- H Frazee Paint Co

2.2 MATERIALS

- A System Description Provide painting and finishing of exposed items and surfaces requiring field painting and finishing including shop primed items
 - 1 Definition "Painting" and "coating" as used herein means systems including primers, emulsions, enamels, stains, sealers and fillers, whether used as prime, intermediate or finish coats

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B Regulatory Requirements

- 1 Volatile Organic Compound (VOC) Emissions Furnish materials approved for use by applicable air quality management district for limitations of volatile organic compounds for architectural or special coatings as applicable

C Material Quality Provide top line quality commercial grade (professional painter) paints, materials not bearing manufacturer's identification as a best-grade product shall not be acceptable

- 1 Primers Provide premium grade primers recommended by paint manufacturer for substrates indicated and for finish systems specified
- 2 Undercoats and Barrier Coats Provide undercoat paints produced by same manufacturer as finish coats, use only thinners approved by paint manufacturer, and use only within recommended limits
- 3 Finish Coats Provide finish coats capable of being washed with mild detergent without loss of color, sheen, or pigments
 - a Color pigments Pure, non-fading, applicable types to suit substrates and service indicated, no lead content permitted
- 4 Finish Coat Coordination Provide finish coats which are compatible with prime paints, undercoats, and barrier coats used
 - a Review other Specification sections in which prime paints are provided, ensure compatibility of total coatings systems
 - b Upon request from other trades furnish information on characteristics of finish materials proposed for use
 - c Provide barrier coats over incompatible primers or remove and prime as required
 - d Notify Architect in writing of any anticipated problems in use of specified coating systems with substrates primed by others

D Colors and Finishes Match existing unless otherwise indicated

- 1 Final acceptance of colors will be from samples applied on site

PART 3 - EXECUTION

3.1 PREPARATION

A Inspection Examine areas and conditions under which painting work is to be applied

- 1 Start of painting work indicates acceptance of surfaces and conditions of surfaces and conditions within any particular area
- 2 Where exposed items or surfaces are not specifically mentioned in Schedules, paint same as adjacent similar materials or areas
- 3 Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to a durable paint film

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- B Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as specified for substrate condition
 - 1 Existing Painted Finishes
 - a Clean existing painted surfaces and remove oil, grease, dust, stains, scale, efflorescence, mildew, mold, algae, blisters, and non-adhering paint
 - b Measure adhesion of existing paints using ASTM D3359 tape test, remove existing coatings where poor adhesion is indicated
 - c Feather edges of severely deteriorated paint where several coats are removed as part of cleaning, to provide smooth transition for new paint
 - d Fill holes, cracks, and defects and fill and sand smooth, ready for new paint finish
- C Remove hardware, accessories, and items in place and not to be painted, or provide protection prior to surface preparation and painting, after painting reinstall removed items
- D Clean surfaces before applying paint, remove oil and grease prior to mechanical cleaning, program cleaning so contaminants from cleaning process do not fall onto wet, newly painted surfaces
- E Wood Clean wood surfaces of dirt, oil, and other foreign substances, sandpaper smooth surfaces exposed to view, and dust off
 - 1 Scrape and clean seasoned knots and apply thin coat of recommended knot sealer, before application of priming coat
 - 2 Prime, stain, or seal wood required to be job-painted immediately upon delivery to job, prime edges, ends, faces, undersides, and backsides of wood
 - 3 After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler, sandpaper smooth when dry
- F Ferrous Metals Touch up shop-applied prime coats wherever damaged using same type of primer as applied in shop or barrier coat compatible with finish paint
 - 1 Bare Surfaces Clean surfaces that are not galvanized or shop-coated, of oil, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning
 - 2 Galvanized Surfaces Clean free of oil and surface contaminants, using non-petroleum based solvent, primer and touch-up primer to be zinc-rich primer
- G Mix painting materials in accordance with manufacturer's directions
- H Store materials in tightly covered containers, maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue
- I Stir materials before application to produce mixture of uniform density, and stir as required during application, do not stir surface film into material, if necessary, strain material before using

3.2 APPLICATION

- A Apply paint in accordance with manufacturer's directions, use applicators and techniques best suited for substrate and type of material being applied**
 - 1 Apply additional coats when stains or blemishes show through final coat, until paint is a uniform finish, color and appearance**
 - 2 Provide extra attention during application to assure dry film thickness at corners and crevices is equivalent to that of flat surfaces**
 - 3 Paint surfaces behind movable equipment and furniture same as similar exposed surfaces, paint surfaces behind permanently-fixed equipment and-furniture with prime coat only**
 - 4 Finish doors on tops, bottoms and side edges same as faces**
 - 5 Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non-specular black paint**
 - 6 Sand lightly between coats when recommended by system manufacturer**
- B Scheduling Painting Apply first coat to surfaces that have been cleaned, pretreated or prepared for painting as soon as practicable after preparation**
 - 1 Allow time between successive coatings to permit proper drying**
 - 2 Do not recoat until paint feels firm and does not deform or feel sticky under moderate thumb pressure**
- C Minimum Coating Thickness Apply materials at not less than manufacturer's recommended spreading rate, to establish a total dry film thickness as recommended by coating manufacturer**
- D Prime Coats Apply to items not previously primed, recoat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat**
- E Finish Coats Provide even texture, leave no laps, irregularity in texture, skid marks, or other surface imperfections**
 - 1 Opaque Finishes Provide opaque, uniform finish, color and coverage, cloudiness, spotting, holidays, brush marks, runs, sags, ropiness, and other surface imperfections are not acceptable**
 - 2 Transparent and Stained Finishes Produce glass smooth surface film of even luster, provide with no cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, and other surface imperfections**
- F Completed Work Match approved samples for color, texture and coverage, remove, refinish or repaint work not accepted**

3.3 PAINTING SCHEDULE

A Provide following paint systems Match existing sheens

1 Gypsum Board Systems

- a 1st Coat Universal primer**
- b 2nd and 3rd Coat Interior latex or acrylic latex emulsion**

2 Metal Semigloss sheen

- a 1st Coat Touch-up primer, prime if none**
- b 2nd and 3rd Coat 100% acrylic enamel**

3 Stained Wood Satin rubbed sheen

- a 1st Coat Wood stain**
- b 2nd Coat Sanding sealer**
- c 3rd and 4th Coat Acrylic modified urethane**
- d Fill open grained wood with filler and wipe before 2nd coat**

4 Transparent Finished Wood Satin rubbed sheen

- a 1st Coat Bleached shellac**
- b 2nd and 3rd Coat Acrylic modified urethane rubbing varnish**
- c Fill open grained wood with filler and wipe before 1st coat**

3.4 CLEAN-UP, PROTECTION, AND REPAIR

A Clean-Up During progress of work, remove discarded paint materials, rubbish, cans and rags from site at end of each work day

- 1 Clean glass and paint-spattered surfaces immediately by proper methods of washing and scraping, using care not to scratch or damage finished surfaces**

B Protection Protect work of other trades, whether to be painted or not, correct damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect

- 1 Provide "Wet Paint" signs to protect newly-painted finishes**
- 2 Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations**

C Repair At completion of work of other trades, touch-up and restore damaged surfaces or defaced painted surfaces

END OF SECTION

SECTION 10 11 00
VISUAL DISPLAY BOARDS

PART 1 - GENERAL

1 1 SUMMARY

- A Section Includes Requirements for visual display boards including liquid marker type whiteboards with trim, hardware, and accessories as required for complete installation

1 2 DELIVERY, STORAGE, AND HANDLING

- A Do not deliver materials to site until areas in which they are to be installed are ready to receive them
- B Deliver materials to site in protective covering in a manner to protect finishes

PART 2 - PRODUCTS

2 1 SYSTEMS MANUFACTURERS

- A Claridge Products and Equipment, Inc
- B Greensteel Division of PolyVision Corporation
- C Aarco Products, Inc

2 2 MATERIALS

- A System Description Provide visual display boards including liquid marker type whiteboards and cork tackboards with trim, hardware, and accessories
- B Steel Sheet for Porcelain Enameling ASTM A424, minimum 24 gage
- C Aluminum Extrusions ASTM B221, minimum 0 062" wall thickness
- D Aluminum Sheet ASTM B209, minimum 0 015" thick
- E Galvanized Steel Sheet ASTM A1011 or A1008, Class 1, ASTM A924 and A653, G90 coating, minimum 26 gage (0 0179")
- F Tempered Hardboard Manufacturer's standard material
- G Plywood PS 1, manufacturer's standard

2 3 FABRICATION

- A Whiteboards Match existing but not less than porcelain writing surface manufactured specifically for use with liquid marker systems
 - 1 Type
 - a Claridge/LCS Liquid Chalk System
 - b Greensteel/Dry Marker Board
 - c Lemco/Markerboards
 - 2 Core Minimum 3/8" thick plywood

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- 3 Balance porcelain writing surface with aluminum or sheet steel backing, aluminum foil is not acceptable
- 4 Color White
- 5 Accessories Provide manufacturer's standard accessories including map hooks and projection screen hooks
- B Frames Extruded aluminum, factory applied, concealed fastening, integral chalk rail with molded end closures, anodized finish, matching Architect-approved sample
 - 1 Framed Units Fabricate one piece units without joints unless sizes indicated are not available as one piece units Factory fabricate except where too large for shipping
- C Attachment Hardware Manufacturer's standard fully concealed attachment system for securing units to wall surfaces

PART 3 - EXECUTION

3 1 INSTALLATION

- A Securely mount whiteboards in accordance with manufacturer's recommendations, level and true to line
- B Cleaning At completion of work, clean surfaces and trim, leaving ready for use

END OF SECTION

Mandatory Pre-Proposal Meeting Questions

Q1 Can the City extend the Proposal due date by one week?

A1 See Addendum #1

Q2: Can the City schedule a tour of the existing facility where the DAC Part B – Design/Build Existing Building Improvements are scope of work is to be implemented?

A2 See Addendum #1

Q3: Is this project subject to the Buy American Act?

A3 Yes

Q4: Can the City provide a bid form?

A4 Yes, see Addendum #1

Q5: Are we expected to provide an analysis of the systems?

A5 Yes, please refer to "The core project goals of Part A/DAC-TLS " on pages 6-7 of the RFP Specifically 1) Based on review of the CONOPS and Technology Linkage Documents, validate City and Port Systems to be accessed in the DAC, 2) Based on review of the Technology Linkage Document, and additional necessary investigation, assess existing network infrastructure requirements and identify additional requirements, 3) Make necessary network infrastructure improvements and make the identified City and Port systems available, on a single user interface, in the DAC Provide a complete project plan to implement each system identified and provide an implementation timeline for each system identified, 4) Provide the deployment and integration of a Physical Security Information Management (PSIM) software system "most" conducive to all DAC-TLS integration expectations that best provide for a common operating picture between City and Port City and Port system identified to be accessible in the DAC shall be prioritized for the purposes of system integration into the PSIM The systems integrator shall identify what City and Port systems can be integrated into the PSIM based on system importance, project budget, and timeline Provide a complete project plan to integrate each system identified into the PSIM and provide a PSIM implementation timeline for each system identified

Q6. Is lifecycle cost to be included as part of the proposal?

A6 Yes

Q7. What level of completion shall DAC Project be at in June 2014?

A7 Final completion

Q8: How will the video wall be used in the DAC?

A8 The video wall will be used to continuously monitor two types of sources – PC based and CATV receivers (OFE) The operator will be able to assign sources to the wall and size them as needed for viewing

Q9: Will the Selected Respondent be required to complete the design of the construction portion of the project?

A9 Yes, plans and specifications are currently prepared to 90%

Q10: Will CAD files be provided to the Selected Respondent?

A10 Yes

Q11: What software/hardware information for systems will be provided (model numbers, software revisions, etc.)?

A11

Port System Information

1) CCTV System/Video Management System Genetec Security Center 5.1

2) GIS ESRI GIS System

City System Information

1) Police and Fire CAD – HP Tandem Servers – Motorola Premier CAD 7.0

2) Police RMS – HP Servers and SAN – Motorola LRMS ver 5.6

3) Fire RMS – HP Servers – Zoll FRMS ver 4.9

4) Police Mobile/FBR – HP Servers – Global Software Radix

5) Fire Mobile/AVL – HP Servers – Motorola PMDC and AVL

6) Police AVL – HP Servers – GST AVL Software (Pending for approval)

7) Police Shotspotter – Cloud based access

8) Police LPR – HP Server – Federal Signal BOSS ver 3

9) ITS Traffic Cameras – Video Management System - Genetec ver 5.1

10) Police and Fire Telestaff – HP Servers – Telestaff ver 2.6

11) Crime Search and Reporting – Various vendors

12) Regional Data Sources – Alameda County and CoCo County Sheriff's Office

13) GIS – ESRI GIS System

Q12: Does the \$2.6M allocated for the project include the construction component?

A12 Yes

Q13: Will a site visit of the existing facility where the DAC is to be located be allowed for potential respondents?

A13 Yes, see Addendum #1

Q14: Will an entire PC refresh be required for computer workstations in the existing facility where DAC is to be located?

A14 No, just the workstations applicable to the DAC scope of work, approximately three (3)

Questions submitted 11/5/2012

Q1: For the DAC Implementation, the SSI documents refer to a myriad of various systems but do not clearly define which ones are required and which ones are desired. Will the City specify exactly what systems are required to be tied into the DAC and what specific minimum level of integration is needed?

A1 Adequate definition is contained within both the CONOPS and Technology Linkage documents to both illustrate design intent as well as provide for a general integration expectation in the overall systems architecture to be provided by the systems integrator. Granular detail of each system and its correlating integration strength was intentionally not provided to allow for the flexibility and design creativity of the contract award team to entertain various systems and approaches to their chosen solution.

Please refer to "The core project goals of Part A/DAC-TLS" on pages 6-7 of the RFP. Specifically 1) Based on review of the CONOPS and Technology Linkage Documents, validate City and Port Systems to be accessed in the DAC, 2) Based on review of the Technology Linkage Document, and additional necessary investigation, assess existing network infrastructure requirements and identify additional requirements, 3) Make necessary network infrastructure improvements and make the identified City and Port systems available, on a single user interface, in the DAC. Provide a complete project plan to implement each system identified and provide an implementation timeline for each system identified, 4) Provide the deployment and integration of a Physical Security Information Management (PSIM) software system "most" conducive to all DAC-TLS integration expectations that best provide for a common operating picture between City and Port. City and Port system identified to be accessible in the DAC shall be prioritized for the purposes of system integration into the PSIM. The systems integrator shall identify what City and Port systems can be integrated into the PSIM based on system importance, project budget, and timeline. Provide a complete project plan to integrate each system identified into the PSIM and provide a PSIM implementation timeline for each system identified.

The systems integrator will be responsible for 3rd party integration of applications.

The City and Port desire maximum flexibility in the technology platform (hardware/software) that is scalable for future expansion and additional system integrations.

Q2: With respect to the various manufacturers, model/part numbers, versions, capabilities/features and so on, will the City provide details at a level sufficient for bidders to determine exactly what the interface requirements are?

A2 (Same Q1/A1 above)

Q3: Some of the data and reports supplied in the SSI documents is/are dated. For example, there is mention that the IDS camera system is being deployed when it is in fact completed. Other work is ongoing, such as the Port's current contract for integration and maintenance. Should all proposals be submitted with the understanding that these systems will be 100% functional and capable of being integrated, even though the work is not complete at bid time?

A3 Yes

Q4: There are differing requirements between the documents as to length of warranty (one year versus two). Please verify the length of warranty required.

A4 See Addendum #2

Q5: Where would the City prefer us to respond to the requirements listed in Section III.A? There is no provision for this section in III.C.

A5 The submittal of a proposal indicates respondent will adhere to the requirements outlined in Section III A

Q6: Due to the delay in availability of the SSI documents (1 week), the response date to submit questions and the Veterans Day and Thanksgiving Holiday, will there be an extension to the proposal due date, beyond November 27, 2012? We would suggest at least one week.

A6 See Addendum #1

Q7: RFP is not clear on the manner in which the City wants pricing to be formatted in our proposal. Will the City please issue a uniform bid form?

A7 See Addendum #1

Questions submitted 11/8/2012

Q1: Will the project be required to comply with the "Buy America Act" and if so please provide the version date which applies?

A1 Yes, the latest DBE requirements for Chapter 12 can be found here

<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm#goHere12>

Go to Exhibit 12-E (post-July 2012), Attachment M for the Buy America language (OB12-04)

Q2: Does the grant, City, or Port have sustainable design targets or requirements which would apply to the project?

A2 Yes, the City has a Local and Small Local Business Enterprise Program which is applicable to the Construction phase, or Part B, of this project. It requires that 50% of the contract dollars be awarded to a certified small local business or you can award 25% to a certified local and 25% to a certified small local

Q3. Given that the full scope of the project is still under development is it possible that some technology functions that involve installation would be aggregated to the first phase of the project and therefore escape the L/SLBE requirement application. Hence, how about stipulating that all technology hardware procurement and installation be done in Part B or would also be subjected to the L/SLBE requirement?

A3 See Addendum #1

Q4: Since there was a mention of an upcoming project management procurement associated with this project, it will be helpful if the nature and scope of that project is fully disclosed to enable each potential participant make a good evaluation of whether participating in the current procurement or wait for the next one

A4 The City of Oakland anticipates releasing the RFQ for project management services to support the City of Oakland/Port of Oakland Joint Domain Awareness Center Project by the end of CY 2012

Q5. Can the SLBE requirements be revised to reflect 20%-25% level for professional services?

A5 The project was advertised waiving the 50% requirement for Part A. However, firms are encouraged to partner with certified small local firms, if they do so then they will be eligible for additional bonus points as described in the proposal, Section E, Evaluation of Proposals

Questions submitted 11/9/2012

Q1: We respectfully request a 2 week extension be granted (from the current due date of November 27) for submission the final proposal for the Domain Awareness Center (DAC). It is our desire to produce a quality response and with the fast approaching Thanksgiving holiday this will be compromised.

A2 See Addendum #1

Questions submitted 11/13/2012

Q1: Can the following specifications listed in the table of contents in the bridging documents dated 10/12/2012 be provided at your earliest opportunity (or please clarify otherwise):

Division 2 – Existing Conditions: 02 41 20 Selective Building Demolition;

Division 5 – Metals: 05 40 00 Cold-Formed Framing;

Division 6 – Wood, Plastics, and Composites: 06 10 50 Misc. Rough Carpentry;

Division 7 – Thermal and Moisture Protection: 07 90 00 Joint Sealants;

Division 8 – Openings: 08 11 15 Pressed Steel Frames, 08 14 00 Wood Doors, 08 70 00 Hardware, and 08 80 00 Glazing;

Division 9 – Finishes: 09 21 00 Gypsum Board Assemblies, 09 65 10 Resilient Base, 09 65 20 Resilient Tile Flooring, 09 68 00 Carpeting, and 09 90 00 Painting and Coating;

Division 10 – Specialties: 10 11 00 Visual Display Boards

A1 See Addendum #2

Q2: Fire Suppression, plumbing, HVAC & Electrical. The table of contents also indicates that the following specifications will be provided under a separate cover; what is the scope of the mechanical, fire alarm, and sprinkler work?

A2 No scope anticipated for mechanical, fire alarm and sprinkler

Q3: After the contractor submits the 100% complete construction documents how will the drawing review process work?

A3 Drawings will be reviewed/approved by DAC Project Team and City Public Works Department, anticipate at least two (2) round of review/comment that will have to be incorporated into final drawings that will be utilized for construction

Q4: Will the Port or City perform a peer review of the drawings prior to submitting the drawing to the City Building Department?

A4 Yes

Q5: Will the A/V, electrical, mechanical and fire sprinkler drawings require the stamp of a consulting engineer?

A5 There will be electrical work associated with the audiovisual systems that will need to be stamped. We don't anticipate any scope with the mechanical, fire alarm or sprinkler systems

Q6: Will the bridge documents (drawings and specifications) by Shah Kawasaki Architects be available in an electronic file format?

A6 Yes

Q7: Will the situation room be occupied during the construction period?

A7 The "situation room" is an active City, Emergency Operations Center. The area will not be supporting operations on a regular basis. The EOC is activated only to support large-scale, emergency situations in the City/Region

Q8: Are there any construction working hour limitations at the Emergency Ops Center?

A8 Construction activity should be limited to Monday – Friday, 8 AM – 5 PM unless authorized otherwise by the City

Q9: The documents do not include specifications for furniture. The furniture schedule on sheet A-411 is only an outline. Please provide furniture specifications and details or allowance.

A9 The furniture needs to match, or be similar to, existing furniture. No allowance established

Q10: Where are the window shades referenced in the specifications intended to be mounted?

A10 These go on a new interior door to replace an existing one (in scope) to match existing shades

Q11: Is the video wall intended to be freestanding? If not, please provide a building framing plan that shows the framing members into which the top video wall can tie.

A11 The videowall is not freestanding. It will require a wall be built, likely attached to the existing wall for support. The drawings issued in the Restricted Document show the existing structure

Q12: Is it the City's intent to require that the performance bond be kept in full force to the end of the service agreement periods, or, would it be released after acceptance of the system?

A12 Yes

Q13: Is the City considering only requiring a performance bond for the construction portion of the project and releasing it upon acceptance of the work?

A13 The performance bond will apply to Parts A and B of the scope, it will be released upon acceptance of the project in its entirety

Q14. In order to provide a quote to itemize number of licenses, etc, we need to know how many total VMS systems need to be integrated.

A14 The Port and City of Oakland each have one (1) VMS

Q15: In order to provide a quote to itemize number of licenses, etc, we need to know the total number of cameras for all systems.

A15 Assume licensing for 300 cameras

Q16. In order to provide a quote to itemize number of licenses, etc, we need to know how many camera feeds are IP based and how many are analog based.

A16 Assume that 250 will be IP based and 50 will be analog (requiring the installation of an encoder) prior to integration into a VMS platform

Q17: In order to provide a quote to itemize number of licenses, etc, we need to know how many DVRs and NVRs are included.

A17 Assume that one Genetec DVR exists, in the future, additional cameras fed into the DAC will be similarly integrated into the existing or an additional Genetec DVR (based on design intent of one DVR per building) and subsequently integrated into the PSIM environment (implying the compatibility of the Genetec DVR products with the selected PSIM appliance

Q18: In order to provide a quote to itemize number of licenses, etc, we need to know total number of video analytic systems and how many cameras are associated with each system. Analytics contained within cameras and encoders would count as a single system.

A18 The use of video analytics, as the documents have illustrated, is encouraged and will play an important and relevant role "in certain areas" The flexibility is afforded to the systems integrator to identify the most pertinent type(s) of video analytic modules as well as those areas of application within their design proposal

Q19: In order to provide a quote to itemize number of licenses, etc, we need to know the total number of sensors for doors, windows, motion detectors, gates, fence alarms, gas detectors, temperature alarms, water level sensors, and any other sensors that the City is expecting to be monitored.

A19 Assume a baseline, overall, capacity to allow for the following metrics associated with the Access Control and (or) Intrusion Detection System

- 1 A multi-tier, enterprise system (that will have distributed architecture inclusive of IP-addressable panels at each facility node)*
- 2 500 card readers (HID proximity)*
- 3 Allow for up to 500 monitor and control points per facility*

- 4 Allow for up to 1 million cardholders
- 5 Allow for a visitor management platform and integration
- 6 Allow for rich, open, report generation capabilities (e g not limited to crystal reports, etc)
- 7 Allow for video camera / VMS integration (proposed by systems integrator)

Q20: In order to provide a quote to itemize number of licenses, etc, we need to know how many concurrent users will need to be licensed to view live and/or recorded events.

A20 Assume 2 user licenses for each local facility, and 20 total for DAC/City/Port management personnel (that will extend to all field and enterprise servers) This gives the total user licenses as "2 X (number of facilities) + 20 X (number of facilities) X (number of DVR/NVR/VMS systems)" Please note that these concurrent users will "not" be accessing all of these systems at the same time, but are allotments for cost In actuality, bandwidth and session limiting constraints will be placed on each server (at the discretion and direction of the City of Oakland IT department) as deemed applicable

Q21: It will provide the proposers a consistent scope of work if the City provides us with the information requested in questions. If the City is unable to provide this level of detail, then will the City request that proposers provide pricing for licensing for up to 500 cameras, 250 sensors, 8 gateways or interfaces at a minimum and 20 concurrent user licenses so that the quotes from the PSIM manufacturers will at least have some measurable requirements for inclusion in the base package pricing. The quantities listed here are only suggestions. Obviously, the City can set the quantities at a level you deem appropriate.

A21 Covered separately above

Q22: Top of page 10 in the CONOPS refers to the PASP911 at 1701 Edgewater Drive, Oakland, CA 94601 to Martin Luther King Way. Should the zip code be 94621, not 94601, for Oakland Corporation Yard? Or, is this referring to a different location?

A22 The Zip code should be 94621

Q23: To of page 10 in the CONOPS requires a link from PASP911 at 1701 Edgewater Drive, Oakland CA 94601 to 1605 Martin Luther Way EOC. Is there existing infrastructure between the EOC and this location?

A23 Yes, the two locations are connected through redundant Wide Area Network links

Questions submitted 11/14/2012

Q1: Per RFP Page 23, Section III C.3, do the subs have to have a full time project manager on this effort?

A1 The Respondent shall make this determination

Q2: Per RFP Page 23, Section III C.3, what licenses does the project manager need to possess?

A2 Please reference Section II – Scope of Services (Pages 5-6) and Section III-A-16-Contractors Qualifications (Pag3 20) of the RFP

Q3: Per RFP Page 24, Section III C.7.c, what is classified as “reimbursable” cost?

A3 Examples include, but are not limited to permits, postage, graphic reproduction, certain travel expenses, etc

Q4: Per RFP Page 27, Part 3b, it states a total of 25 points will be given for RFPs. However, it states that the max of only 20 points will be allowed. Should the max points state 25 points instead of 20? If not please explain how the bidder can earn the total of 25 points.

A5 Yes the max points shall be 25 instead of 20, see Addendum #2

Q6: Per RFP Page 22, Section III B, it does not provide/state any proposal binding format or total page limit or individual section page limits. Does the bidder have any page limitations or have any binding format requirements?

A6 No

Questions submitted 11/20/2012

Q1: For the Truck Management System, please provide the total number or maximum number of trucks you would want to monitor at any one time?

A1 Data in the Truck Management System is accessible via secure log in to database via internet connection. The minimum functionality in this scope of work is to make the database accessible via DAC workstation. Selected Respondent is to explore additional integration.

Q2: Please provide us with a count for the total number of cameras used at the Port, the City of Oakland, and the traffic system? In addition to the number of cameras, is there a breakdown showing the resolution of the cameras that are deployed (to understand bandwidth requirements) that can be provided.

A2 300 cameras. In general, please assume a minimum of 1MP, digital IP cameras in existence and intended for future use. In certain areas where obvious field of vision intent is greater than 20', please provide a range of cameras and pricing up to 5MP resolution. In terms of bandwidth required, since local storage for up to 90 days will be the standard (and archived on an ad-hoc, off-hours basis) the only significant bandwidth impact will be live, remote monitoring sessions and occasional ad-hoc investigative sessions (both of which can be controlled by the City of Oakland IT department in collaboration with DAC Operations management) – thus, the only relevance to the Systems Integrator will be to size the local storage server accordingly to allow for the 90 day timeframe.

Q3: Please provide specifications of the existing workstation computers in the command center/DAC.

A3 HP Z220 or better

Q4. For each of the systems that the Port, City, and OPD would like to have integrated, please provide the vendor name, vendor product/model, and related software or hardware version.

A4 Port System Information

- 1) CCTV System/Video Management System Genetec Security Center 5.1
- 2) GIS ESRI GIS System

City System Information

- 1) Police and Fire CAD – HP Tandem Servers – Motorola Premier CAD 7.0
- 2) Police RMS – HP Servers and SAN – Motorola LRMS ver 5.6
- 3) Fire RMS – HP Servers – Zoll FRMS ver 4.9
- 4) Police Mobile/FBR – HP Servers – Global Software Radix
- 5) Fire Mobile/AVL – HP Servers – Motorola PMDC and AVL
- 6) Police AVL – HP Servers – GST AVL Software (Pending for approval)
- 7) Police Shotspotter – Cloud based access
- 8) Police LPR – HP Server – Federal Signal BOSS ver 3
- 9) ITS Traffic Cameras – Video Management System - Genetec ver 5.1
- 10) Police and Fire Telestaff – HP Servers – Telestaff ver 2.6
- 11) Crime Search and Reporting – Various vendors
- 12) Regional Data Sources – Alameda County and CoCo County Sheriff's Office
- 13) GIS – ESRI GIS System

Please refer to "The core project goals of Part A/DAC-TLS " on pages 6-7 of the RFP. Specifically 1) Based on review of the CONOPS and Technology Linkage Documents, validate City and Port Systems to be accessed in the DAC, 2) Based on review of the Technology Linkage Document, and additional necessary investigation, assess existing network infrastructure requirements and identify additional requirements, 3) Make necessary network infrastructure improvements and make the identified City and Port systems available, on a single user interface, in the DAC. Provide a complete project plan to implement each system identified and provide an implementation timeline for each system identified, 4) Provide the deployment and integration of a Physical Security Information Management (PSIM) software system "most" conducive to all DAC-TLS integration expectations that best provide for a common operating picture between City and Port. City and Port system identified to be accessible in the DAC shall be prioritized for the purposes of system integration into the PSIM. The systems integrator shall identify what City and Port systems can be integrated into the PSIM based on system importance, project budget, and timeline. Provide a complete project plan to integrate each system identified into the PSIM and provide a PSIM implementation timeline for each system identified.

Q5: In the GAP systems listed in Appendix A of the technologic linkage document, where existing systems are listed, please provide vendor, model, and version for items in question 3.

A5 Port System Information

- 1) CCTV System/Video Management System Genetec Security Center 5.1
- 2) GIS ESRI GIS System

City System Information

- 1) Police and Fire CAD – HP Tandem Servers – Motorola Premier CAD 7 0
- 2) Police RMS – HP Servers and SAN – Motorola LRMS ver 5 6
- 3) Fire RMS – HP Servers – Zoll FRMS ver 4 9
- 4) Police Mobile/FBR – HP Servers – Global Software Radix
- 5) Fire Mobile/AVL – HP Servers – Motorola PMDC and AVL
- 6) Police AVL – HP Servers – GST AVL Software (Pending for approval)
- 7) Police Shotspotter – Cloud based access
- 8) Police LPR – HP Server – Federal Signal BOSS ver 3
- 9) ITS Traffic Cameras – Video Management System - Genetec ver 5 1
- 10) Police and Fire Telestaff – HP Servers – Telestaff ver 2 6
- 11) Crime Search and Reporting – Various vendors
- 12) Regional Data Sources – Alameda County and CoCo County Sheriff's Office
- 13) GIS – ESRI GIS System

Q6: Does the City/Port have a defined standard for the computer servers and workstations (brand, CPU's, Memory, etc.) that their IT Department supports? If so, please provide.

A6 HP Servers, preferably blade, ok to virtualize

Q7: Please provide with the make and model of the video wall system used in the EOC/DAC.

A7 Please utilize performance specifications listed in "Restricted Documents" Documents Project Specifications for the 90% Bridging Documents for Design/Build Construction for the Domain Awareness Center and 2) Drawing Sets Domain Awareness Center

Questions submitted 11/21/2012

Q1: Reference Drawing AD-122: Please provide information regarding existing electrical circuits and Amp rating to Rooms 204, 205, and 210.

A1 The original building documents, utilized to create the plans and specifications for this project, Room 204 is served by four (4) 20amp circuits (Panel 2UA CKTS 33, 35, 37, 39) Room 205 is served by two (2) 20amp circuits (Panel 2UA CKTS 19,21) Room 210 desks are served by ten (10) 20amp circuits (Panel 2UA CKTS 23, 25, 26, 27, 28, 29, 30, 31, 32, 34) The desk specifically noted with key note #8 on sheet A-122 is served by Panel 2UA CKT 31 Wall outlets in this room are served by one (1) 20amp circuit (Panel 2LA CKT 10) These documents will be accessible to the successful, selected respondent

Q2: Reference Specification 011100-2 Paragraph 1.3 Work Sequence: What are the allowable working hours for construction activities? What is the scheduled use of construction area and current occupants? Will night and weekend work be required?

A2 The "situation room" is an active City, Emergency Operations Center The area will not be supporting operations on a regular basis The EOC is activated only to support large-scale, emergency situations in the City/Region Construction activity should be limited to Monday – Friday, 8 AM – 5 PM unless authorized otherwise by the City

Q3. Reference Specification 011100-2 Paragraph 1.4 Contractor Use of Premises:
Will the City provide a lay down area for material storage? Will the City provide an on-site storage area for computer and audio/visual equipment?

A3 Yes, the City will provide area for material storage, site will be located on or near project premises

Questions submitted 11/26/2012

Q1: Does Genetec replace both Vigilant and Verint at the Port? (i.e. No requirement to integrate with Verint or Vigilant?)

A1 Yes

Q2: Total number of cameras at the Port?

A2 130

Q3: Make/model of video management system in police cars?

A3 The City doesn't have In-Car Video management system. However, there are 14 cars equipped with the LPR camera system

Q4: Total count (14 mentioned in RFP), is this correct?

A4 Yes

Q5: Make/model of LPR system?

A5 LPR Federal Signal - Boss Version 3.0 (formerly PIPS)

Q6: Is LPR system integrated into video management system, or is it stand-alone?

A6 Stand alone

Q7: Is this the same count as VMS in the police cars?

A7 There is not a connection to VMS in police cars

Q8: Make/model of GIS for Port?

A8 ESRI GIS System

Q9: Make/model of GIS for City?

A9 ESRI GIS System

Q10: Are both 8 & 9 to be integrated as part of the bid price?

A10 The City and Port do not anticipate integrating their GIS systems with one another. However, both have been identified as candidates to be integrated into the PSIM solution per the Concept of Operations and Technology Linkage Documents,

Q11: Make/model of City-wide Intelligent Transportation System? Number of cameras?

A11 Currently there are 30 cameras (HD AXIS) installed, however plans are in place to further expand the network

Q12 Page 8 of the document titled "Concept of Operations (CONOPS)" lists 16 distinct subsystems "that can be linked and integrated into the DAC". Which of these are required to be integrated as part of our bid response? Page 9 states that the systems listed in 2.5 a/b (page 8) are those to be integrated. Is this correct?

A12 Please refer to "The core project goals of Part A/DAC-TLS " on pages 6-7 of the RFP Specifically 1) Based on review of the CONOPS and Technology Linkage Documents, validate City and Port Systems to be accessed in the DAC, 2) Based on review of the Technology Linkage Document, and additional necessary investigation, assess existing network infrastructure requirements and identify additional requirements, 3) Make necessary network infrastructure improvements and make the identified City and Port systems available, on a single user interface, in the DAC Provide a complete project plan to implement each system identified and provide an implementation timeline for each system identified, 4) Provide the deployment and integration of a Physical Security Information Management (PSIM) software system "most" conducive to all DAC-TLS integration expectations that best provide for a common operating picture between City and Port City and Port system identified to be accessible in the DAC shall be prioritized for the purposes of system integration into the PSIM The systems integrator shall identify what City and Port systems can be integrated into the PSIM based on system importance, project budget, and timeline Provide a complete project plan to integrate each system identified into the PSIM and provide a PSIM implementation timeline for each system identified

Q13: What crime tracking software does the Police Department use? What is the City's intention of transferring data and communicating between the DAC and the Police's crime tracking system?

A13 Primarily the Police RMS system is used for tracking all the crimes City will consider it, as long as proposed solution complies with the DOJ CLETS and FBI CJIS policies and procedures

Q14. Other than the workstations at the DAC, do you want workstations at the Port, Police Station or any other locations?

A14 Workstations at additional locations are not included in the scope However, the access to "the system" should be available wherever the City and Port have network connectivity

Q15. What is the manufacturer and service provider for the City's Intelligent Traffic System?

A15 City is using Naztec ATMS now ITS software platform

Q16: Per page 15, 3.0 Existing Technology Systems to be Integrated Into DAC, for each of the systems, will the APIs/SDKs or required integration tool kits be made available either by the Port, City of Oakland, or via the identified manufacturers?

A16 No

Q17: Some manufacturers require API/SDK or similar licensing on the server in order for other systems to connect via API/SDK/similar Will the Port/City of Oakland procure all required licenses from the manufacturers if needed?

A17 The Selected Respondent will be required to procure and obtain all required licenses from manufacturers

Q18: On page 2 of the RFP, there is listing of "applicable programs". One program listed is Buy American Program. On the City's Contracts and Compliance website, we were unable to find information about the City's Buy American Program. Would you please elaborate on where information on the City's Buy American Program may be found and how it applies to this project (e.g., construction work only)? Or is this an ARRA requirement and if so do any waivers apply?

*A18 <http://www.doi.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm#goHere12>
Go to Exhibit 12-E (post -July 2012, Attachment M for the Buy America language (OB12-04)*

Q19: Which systems have the highest priority to integrate with the PSIM?

A19 Please refer to "The core project goals of Part A/DAC-TLS " on pages 6-7 of the RFP Specifically 1) Based on review of the CONOPS and Technology Linkage Documents, validate City and Port Systems to be accessed in the DAC, 2) Based on review of the Technology Linkage Document, and additional necessary investigation, assess existing network infrastructure requirements and identify additional requirements, 3) Make necessary network infrastructure improvements and make the identified City and Port systems available, on a single user interface, in the DAC Provide a complete project plan to implement each system identified and provide an implementation timeline for each system identified, 4) Provide the deployment and integration of a Physical Security Information Management (PSIM) software system "most" conducive to all DAC-TLS integration expectations that best provide for a common operating picture between City and Port City and Port system identified to be accessible in the DAC shall be prioritized for the purposes of system integration into the PSIM The systems integrator shall identify what City and Port systems can be integrated into the PSIM based on system importance, project budget, and timeline Provide a complete project plan to integrate each system identified into the PSIM and provide a PSIM implementation timeline for each system identified

Q20. Is there a TWIC requirement to work on this system?

A20 No

Q21: Spec Section 27 24 00, Part 2, 2.01, A, 1, d. Program Audio – States "Audio will be monitored at existing user headset stations where sources can be self-selected". Please clarify the method the existing headset stations use to select audio sources and will this be a function of the control system, or will this be a logic function?

A21 Each station has a 12 channel rotary dial selector

Q22 Spec Section 27 24 00, Part 2, A, 1, d. Program Audio – States there is an “existing distributed speaker system within the situation room”, however Drawing AV-701 shows Qty (12) ceiling loudspeakers, but does not specify them as “Existing” or “OFE”. Please clarify the loudspeakers in the Situation Room are Existing or are to be provided and installed as part of the scope of work

A22 This is a correction Program audio will be provided through the two (2) existing EAW speakers mounted on the front cross beam Speakers are 8 ohm See Addendum #2

Q23: Drawing AV-301 shows QTY (2) OFE Displays in Room 203 are to receive feeds from the AV Matrix switcher, however Room 203 is not mentioned in the Specification Section 27 24.00, and Room 203 appears to be lined/grayed out on other project drawings such as AV-122. Please clarify the AV feeds to the OFE displays in Room 203 are in scope or out of scope.

A23 The displays shall be able to receive any of the feeds directed to the videowall The feeds will be selected from the control panel in the main DAC area See Addendum #2

CHUBB GROUP OF INSURANCE COMPANIES

Surety Department, 15 Mountain View Road P O Box 1615, Warren, New Jersey 07061-1615
Phone (908) 903-3656

FEDERAL INSURANCE COMPANY

PERFORMANCE BOND ISSUED IN SIX (6) COUNTERPARTS

Bond No. 8232-05-07

Amount \$2,658,688.00

KNOW ALL MEN BY THESE PRESENTS,

That we, Science Applications International Corporation

(hereinafter called the Principal),

as principal, and the FEDERAL INSURANCE COMPANY, Warren, New Jersey, a corporation duly organized under the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto

City of Oakland

(hereinafter called the Obligee),

in the sum of Two Million Six Hundred Fifty Eight Thousand Six Hundred Eighty Eight and no/100ths (\$2,658 688 00) the payment of which we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present

Sealed with our seals and dated this 7th day of March, 2013

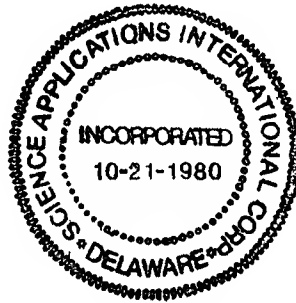
WHEREAS, the Principal entered into a certain Contract with the Obligee, dated,
Provide Professional Services to Design/Build/Maintain City of Oakland/Port of Oakland Joint Domain Awareness Ctr
Part B - Existing Building Improvements \$245,705 00
Part A - Technology Linkage System (\$2,412,983 00)
City Project Number 20710-1

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said Contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said Contract specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void, otherwise shall remain in full force and effect, subject however, to the following conditions

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee



Science Applications International Corporation

Principal

By

A handwritten signature in dark ink, appearing to read "Steven P. Paden", written over a horizontal line.

Federal Insurance Company

By

A handwritten signature in dark ink, appearing to read "Natalie K. Trofimoff", written over a horizontal line.
Natalie K. Trofimoff, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

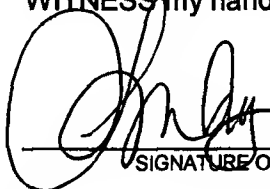
On March 7, 2013 before me, B Wong, Notary Public

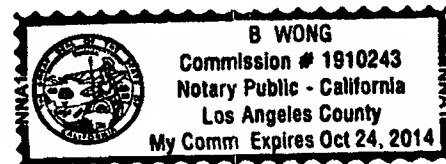
personally appeared, Natalie K Trofimoff

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal


SIGNATURE OF NOTARY



Notary Public Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

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☐ CORPORATE OFFICER

Title(s) _____

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☒ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER _____

Signer's Name _____

☐ INDIVIDUAL

☐ CORPORATE OFFICER

Title(s) _____

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☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER _____

Signer is representing

NAME OF PERSON(S) OR ENTITY(IES)

Signer is representing

NAME OF PERSON(S) OR ENTITY(IES)



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Cesar F. Javier, Jeffrey Strassner, Patricia S. Talavera, Natalie K. Trofimoff and Brenda Wong of Los Angeles, California

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business and any instruments amending or altering the same and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **25th** day of **January**, **2012**

Kenneth C. Wendel
Kenneth C. Wendel Assistant Secretary

David B. Norris Jr.
David B. Norris Jr., Vice President

STATE OF NEW JERSEY
County of Somerset

ss

On this **25th** day of **January**, **2012** before me a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney and the said Kenneth C. Wendel, being by me duly sworn did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies, and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority, and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies and that the signature of David B. Norris Jr. subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris Jr. and was thereto subscribed by authority of said By- Laws and in deponent's presence

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 14, 2014

Katherine J. Adelaar
Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY and PACIFIC INDEMNITY COMPANY

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I Kenneth C. Wendel Assistant Secretary of FEDERAL INSURANCE COMPANY VIGILANT INSURANCE COMPANY and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

day of

MAR 07 2013



Kenneth C. Wendel
Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656
e-mail surety@chubb.com

CHUBB GROUP OF INSURANCE COMPANIES

Surety Department, 15 Mountain View Road P O Box 1615, Warren, New Jersey 07061-1615
Phone (908) 903-3656

FEDERAL INSURANCE COMPANY

PAYMENT BOND EXECUTED IN SIX (6) COUNTERPARTS

Bond No. 8232-05-07

Amount \$154,035.00

KNOW ALL MEN BY THESE PRESENTS,

That we, **Science Applications International Corporation** (hereinafter called the Principal),
as principal, and the **FEDERAL INSURANCE COMPANY**, Warren, New Jersey, a corporation duly organized
under the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto

City of Oakland

(hereinafter called the Oblige),

in the sum of **One Hundred Fifty Four Thousand Thirty Five and no/100ths (\$154,035.00)** and
for the payment of which we, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these present

WHEREAS, the Principal entered into a certain Contract with the Oblige,

City of Oakland/Port of Oakland Joint Domain Awareness Center
for Payment portion of Part B – subcontractor value of construction portion
City Project Number 20710-1

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as
if fully set forth herein

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall pay all
lawful claims of sub-contractors, materialmen, or laborers for labor performed or materials furnished directly to the
Principal, in the performance of said Contract, we agreeing that this bond shall be for the benefit of any sub-
contractor, materialmen or laborer having a just claim, then this obligation shall be void, otherwise to remain in full
force and effect, subject, however to the following condition

No suit or action shall be commenced hereunder by any claimant

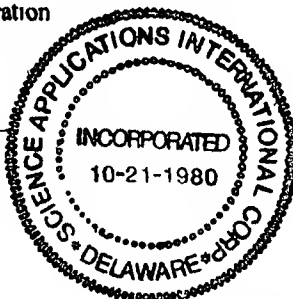
- a) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it
being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the
construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of
limitation permitted by such law
- b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the
state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in
which the Project, or any part thereof, is situated, and not elsewhere

Sealed with our seals and dated this 7th day of March, 2013

Science Applications International Corporation

Federal Insurance Company


Principal



By 
Natalie K. Trofimoff, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles


On March 7, 2013 before me, B Wong, Notary Public

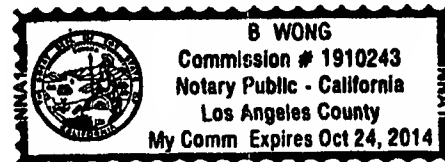
personally appeared, Natalie K Trofimoff

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal


SIGNATURE OF NOTARY



Notary Public Seal

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☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER _____

Signer's Name _____

☐ INDIVIDUAL

☐ CORPORATE OFFICER

Title(s) _____

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☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER _____

Signer is representing

NAME OF PERSON(S) OR ENTITY(IES)

Signer is representing

NAME OF PERSON(S) OR ENTITY(IES)



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

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each as their true and lawful Attorney- In- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business and any instruments amending or altering the same and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **25th** day of **January**, 2012.

Kenneth C. Wendel

Kenneth C. Wendel Assistant Secretary

David B. Norris, Jr.

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

County of Somerset

ss

On this **25th** day of **January**, 2012

before me a Notary Public of New Jersey, personally came Kenneth C. Wendel to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies, and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority and that he is acquainted with David B. Norris, Jr. and knows him to be Vice President of said Companies and that the signature of David B. Norris, Jr. subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr. and was thereto subscribed by authority of said By Laws and in deponent's presence

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 14, 2014**

Katherine J. Adelaar

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- In- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I Kenneth C. Wendel Assistant Secretary of FEDERAL INSURANCE COMPANY VIGILANT INSURANCE COMPANY and PACIFIC INDEMNITY COMPANY

(the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U S Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U S Virgin Islands, and Federal is licensed in American Samoa Guam and each of the Provinces of Canada except Prince Edward Island, and
- (iii) the foregoing Power of Attorney is true correct and in full force and effect.

Given under my hand and seals of said Companies at Warren NJ this

day of

MAR 07 2013



Kenneth C. Wendel

Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656

e-mail surety@chubb.com

CHUBB GROUP OF INSURANCE COMPANIES

Surety Department, 15 Mountain View Road, P O Box 1615, Warren, New Jersey 07061-1615
Phone (908) 903-3656

FEDERAL INSURANCE COMPANY

PAYMENT BOND EXECUTED IN SIX (6) COUNTERPARTS

Bond No. 8232-05-07

Amount \$154,035 00

KNOW ALL MEN BY THESE PRESENTS,

That we, **Science Applications International Corporation** (hereinafter called the Principal), as principal, and the **FEDERAL INSURANCE COMPANY**, Warren, New Jersey, a corporation duly organized under the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto

City of Oakland

(hereinafter called the Obligee),

in the sum of **One Hundred Fifty Four Thousand Thirty Five and no/100ths (\$154,035.00)** and for the payment of which we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present

WHEREAS, the Principal entered into a certain Contract with the Obligee,

City of Oakland/Port of Oakland Joint Domain Awareness Center
for Payment portion of Part B – subcontractor value of construction portion
City Project Number 20710-1

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall pay all lawful claims of sub-contractors, materialmen, or laborers for labor performed or materials furnished directly to the Principal, in the performance of said Contract, we agreeing that this bond shall be for the benefit of any sub-contractor, materialmen or laborer having a just claim, then this obligation shall be void, otherwise to remain in full force and effect, subject, however to the following condition


No suit or action shall be commenced hereunder by any claimant

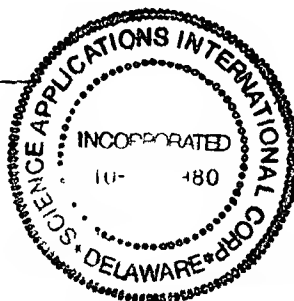
- a) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law
- b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere

Sealed with our seals and dated this 7th day of March, 2013

Science Applications International Corporation

Federal Insurance Company


Principal



By 
Natalie K. Trofimoff, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On March 7, 2013 before me, B Wong, Notary Public

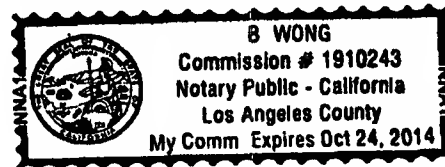
personally appeared, Natalie K Trofimoff

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal


SIGNATURE OF NOTARY



Notary Public Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT _____

NUMBER OF PAGES _____ DOCUMENT DATE _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name _____

☐ INDIVIDUAL

☐ CORPORATE OFFICER

Title(s) _____

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL

☒ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER _____

Signer's Name _____

☐ INDIVIDUAL

☐ CORPORATE OFFICER

Title(s) _____

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER _____

Signer is representing

NAME OF PERSON(S) OR ENTITY(IES)

Signer is representing

NAME OF PERSON(S) OR ENTITY(IES)



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Cesar F. Javier, Jeffrey Strassner, Patricia S. Talavera, Natalie K. Trofimoff and Brenda Wong of Los Angeles, California

each as their true and lawful Attorney- In- Fact to execute under such designation in their names and to affix their corporate seals to end deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **25th** day of **January, 2012**.

Kenneth C. Wendel
Kenneth C. Wendel Assistant Secretary

David B. Norris, Jr.
David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

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County of Somerset

On this **25th** day of **January, 2012** before me, a Notary Public of New Jersey personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr. and knows him to be Vice President of said Companies and that the signature of David B. Norris Jr. subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris Jr. and was thereto subscribed by authority of said By Laws and in deponent's presence

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 14, 2014

Katherine J. Adelaar
Notary Public

CERTIFICATION

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- In- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, **Kenneth C. Wendel Assistant Secretary of FEDERAL INSURANCE COMPANY VIGILANT INSURANCE COMPANY and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U S Treasury Department; further Federal and Vigilant are licensed in Puerto Rico and the U S Virgin Islands, and Federal is licensed in American Samoa, Guam and each of the Provinces of Canada except Prince Edward Island and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

day of

MAR 07 2013



Kenneth C. Wendel
Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail surety@chubb.com



**CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS
FOR CONSTRUCTION, PROFESSIONAL SERVICE & PROCUREMENT CONTRACTS**

To be completed by City Representative prior to distribution to Contractor

City Representative _____ Phone _____ Project Spec No _____

Department _____ Contract/Proposal Name _____

This is an ☒ Original _____ Revised form (check one) If Original, complete all that applies If Revised, complete Contractor name and any changed data

Contractor Name SAIC Phone (614) 975-9155

Street Address 1710 SAIC Drive City McLean State VA Zip 22102

Type of Submission (check one) ☐ Bid ☒ Proposal ☐ Qualification ☐ Amendment

Majority Owner (if any) A majority owner is a person or entity who owns more than 50% of the contracting firm or entity

Individual or Business Name _____ Phone _____

Street Address _____ City _____ State _____ Zip _____

The undersigned Contractor's Representative acknowledges by his or her signature the following

The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland and the Oakland Redevelopment Agency during specified time periods. Violators are subject to civil and criminal penalties.

I have read Oakland Municipal Code Chapter 3 12, including section 3 12 140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly, nor will I/we make contributions during the period specified in the Act.

I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3 12 080.

If there are any changes to the information on this form during the contribution-restricted time period, I will file an amended form with the City of Oakland.

Thomas A Elliott

Digitally signed by Thomas A Elliott
DN: cn=Thomas A Elliott, o=SAIC, ou,
email=thomas.a.elliott@saic.com,
c=US
Date: 2012.11.14 11:30:00 -0500

Signature

Thomas A Elliott

Print Name of Signer

12 / 10 / 12

Date

Contracts Manager

Position

To be Completed by City of Oakland after completion of the form

Date Received by City ____/____/____ By _____

Date Entered on Contractor Database ____/____/____ By _____



DATA UNIVERSAL NUMBERING SYSTEM (D-U-N-S) NUMBER

**PROFESSIONAL SERVICES TO DESIGN/BUILD/MAINTAIN CITY OF
OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER**

Funded under the American Recovery and Reinvestment Act of 2009 (ARRA)

- Complete and submit this form with your Bid or Proposal.
- Your failure to submit your D-U-N-S Number may result in your submission being deemed non-responsive See Project Documents for further details

CONTRACTOR NAME Science Applications International Corporation

BUSINESS ADDRESS (D-U-N-S Number Location):

Street: 1710 SAIC Drive

City McLean

State VA

ZIP Code 22102

D-U-N-S Number: 83-306-3055

Contact Name Melanie Ludwig

Telephone Number 703-862-3146

SCHEDULE

PROJECT CONSULTANT TEAM LISTING

Date 10 Dec 2012

Q. 1. D

Name SAIC
DAE

Signed

[illegible]

Contractors are required to identify the ethnicity and gender of all listed firms majority owner. This information will be used for tracking purposes only (AA=African American) (AI=Asian Indian) (AP=Asian Pacific) (C=Caucasian) (H=Hispanic) (NA=Native American) (O=Other) (NL=Not Listed)

(Revised as of 6/06)

Date **OAKLAND**
Dec 14, 2012
City of Oakland

SAIC
Company Name.

Date _____

Dec 14, 2012

Company Name.

Signed

[illegible]

Attach additional page(s) if necessary
Contractors are required to identify the ethnicity and gender of all listed firms majority owner. This information will be used for tracking purposes only
* (AA=African American) (AI=Asian Indian) (AP=Asian Pacific) (C=Caucasian) (H=Hispanic) (NA=Native American) (O=Other) (NL=Not Listed)
** (M = Male) (F = Female)

(Revised as of 04/02/08)

EXHIBIT **29**
VIDSYS MASTER LICENSE AND SERVICES AGREEMENT

This Master License and Services Agreement (the "L&S Agreement") is made by and between VidSys, Inc., having a mailing address at 8219 Leesburg Pike, Suite 250, Vienna, VA 22182 ("VidSys") and SCIENCE APPLICATIONS INTERNATIONAL CORPORATION, having its address at 3465 Box Hill Corporate Center Drive, Abingdon, MD 21009 ("Company"). VidSys and Company may be referred to individually in this agreement as a "Party" or collectively as the "Parties."

WHEREAS, VidSys has developed or acquired certain Software as more fully described in this Agreement, and

WHEREAS, Company desires to license and use the Software and obtain certain related installation, maintenance or support services as more fully described in this Agreement

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, VidSys and Company do hereby respectively agree as follows

1. DEFINITIONS

"Affiliate" means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party. For purposes of this definition, an entity "controls" another entity if it has the power to direct the management and policies of the other entity, through ownership of 50% or more of the voting securities of an entity, representation on its board of directors or other governing body, or by contract.

"Attachment" means a written document executed by each of the Parties that is subject to the terms of this Agreement and that sets forth the Software licensed by VidSys to Company.

"Deliverable" means developments, work product and deliverables resulting from any Services performed by VidSys under this Agreement and the applicable SOW.

"Documentation" means the technical and user manuals delivered by VidSys along with the Software. Specifically excluding VidSys' advertising and marketing materials.

"Intellectual Property Rights" means, with respect to a Party, all tangible and intangible, now known or hereafter existing right, title and interest in and to patents, designs, trade secrets, Confidential Information, trademarks (whether registered or unregistered), copyrights, moral rights, mask work rights, service marks, trade names, domain names, logos, business names, product names and other intellectual property of such Party.

"Malicious Code" means a routine, program or code which has been intentionally designed, created or implemented by VidSys to allow unauthorized access to, or use of, the Software by VidSys or any third party or to cause the Software to malfunction.

"Services" means the professional services to be performed by VidSys as set forth in one or more SOW(s).

"Software" means the software owned or distributed by VidSys and identified and described in an Attachment, as well as all copies and translations thereof.

"Statement of Work" and **"SOW"** each means a written Statement of Work document executed by both Parties that is subject to the terms of this Agreement and that sets forth the Services to be performed by VidSys for the benefit of Company.

2. LICENSE, DELIVERY

a License Subject to Company's strict compliance with the terms and conditions of this Agreement, VidSys hereby grants to Company, and Company hereby accepts, a non-exclusive, non-transferable (except as otherwise may be provided in Section 12(g) of this Agreement), non-sub-licensable, nonexclusive, limited right and license to use an object code version of the Software and accompanying Documentation solely for Company's internal business purposes, subject to the terms and conditions of any Documentation, this Agreement and the applicable Attachment(s). An Affiliate of Company may contract for Software and Services by executing an Attachment or SOW, as applicable. Each Affiliate executing an Attachment or SOW is agreeing to be bound by the terms and conditions of this Agreement. In such case, a Company Affiliate shall be deemed to be "Company" and a "Party" for purposes of this Agreement.

b Restrictions Except as expressly set forth in this Agreement or the applicable Attachment, Company shall not and shall not authorize or permit any third party to: (i) permit any third party to access any Software and/or Deliverables except as permitted herein or in an Attachment or SOW, (ii) reproduce, translate, or otherwise copy, enhance, add to, or modify the Software and/or Deliverables, (iii) reverse assemble, reverse engineer or decompile, disassemble, create derivative works of or copy the Software and/or Deliverables, (iv) remove, alter or obscure any proprietary notice, labels or marks on any component or portion of the Software and/or Deliverables, (v) develop any computer software system, subsystem or module that incorporates or otherwise uses elements of the Software, (vi) use the Software to operate as a service bureau, ASP, or hosting service, in each case without the prior written authorization of VidSys, such authorization to

be exercised in the sole discretion of VidSys, and/or (vi) access the Software and/or Deliverables in order to build a competitive product or service or to copy any features, functions or graphics of the Software and/or Deliverables. In addition to the above, Company will not export, re-export or transfer, whether directly or indirectly, the Software, Deliverables and/or any materials (collectively, the "VidSys Materials") provided to it by VidSys pursuant to this Agreement, or any system containing the VidSys Materials, outside the country to which VidSys delivers the VidSys Materials, without first complying with all applicable import and export laws of the United States of America, the country in which the VidSys Materials were delivered, as well as the country into which the VidSys Materials are to be imported. Any use of the Software and/or Deliverables by Company that is not expressly permitted in this Agreement is strictly prohibited.

c Audit. Company agrees to maintain complete and accurate records in accordance with generally accepted accounting principles with respect to matters necessary to ensure Company's compliance with this Agreement. VidSys will have the right, at its own expense and upon reasonable prior notice, periodically to inspect and audit the records of Company with respect to matters covered by this Agreement. If such inspection and audit reveals that Company has underpaid VidSys with respect to any amounts due and payable during the period to which such inspection and audit relate, Company shall promptly pay such amounts as are necessary to rectify such underpayment, together with interest in accordance with Section 3(c). Such inspection and audit rights shall extend throughout the term of this Agreement and for a period of 3 years thereafter.

d Delivery and Acceptance. VidSys shall use its reasonable commercial efforts to deliver the Software licensed by Company as set forth on each Attachment. Delivery will be deemed completed once VidSys provides Company with the access codes required to enable Company electronically to download the applicable Software. Software will be deemed accepted upon the provision to Company by VidSys of the access codes to a site that allows electronic downloads.

3 SERVICES. VidSys shall provide those Services and deliver those Deliverables to Company as specifically set forth in one or more SOW. Upon Company's request, VidSys will prepare an SOW that will include an estimate of time and fees required to perform the Services and develop the Deliverables. In order to be valid and binding on the Parties, all SOWs must be executed by an authorized representative of each Party. Each fully executed SOW will form a part of this Agreement and be subject to the terms and conditions set forth herein.

4 FEES AND PAYMENT

a Fees. Company shall pay all fees specified in all Attachments and/or SOWs, and – if reimbursable expenses are

included in project pricing – shall reimburse VidSys, at VidSys' actual cost and without mark-up, for VidSys' actual reasonable travel expenses that are incurred as a result of VidSys' performance hereunder. Except as otherwise specified in this Agreement, and Attachment or an SOW, fees are quoted and payable in United States dollars.

b Payment. VidSys will submit an invoice for all Software licensed and/or Services rendered as set forth in each Attachment and SOW, as applicable. Unless otherwise agreed in an Attachment or SOW, all VidSys invoices are payable no later than thirty (30) days from the date of the invoice. All fees payable under this Agreement shall be made without recoupment or set-off.

c Overdue Charges, Acceleration, Collections Fees. If any fees are not received from Company by the due date, then at VidSys' discretion, such charges may accrue interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. If any amount owing by Company under this Agreement is thirty (30) or more days overdue, VidSys may, without limiting VidSys' other rights and remedies, accelerate Company's unpaid fee obligations so that all such obligations become immediately due and payable, and suspend provision of Services to Company until such amounts are paid in full. Company shall pay on demand all of VidSys' reasonable attorney fees and other costs incurred by VidSys to collect any fees or charges due VidSys under this Agreement following Company's breach of this Section 4.

d Payment Disputes. VidSys shall not exercise VidSys' rights under Section 4(c) if the applicable charges are under reasonable and good-faith dispute and Company is cooperating diligently to resolve the dispute.

e Taxes. Unless otherwise stated, VidSys' fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Except for taxes assessable against VidSys based on VidSys' income, Company is responsible for paying all Taxes associated with Company's purchases hereunder. If VidSys has the legal obligation to pay or collect Taxes for which Company is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Company in accordance with Section 4(b), unless Company provides VidSys with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. PROPRIETARY RIGHTS

a Reservation of Rights. Subject to the limited rights expressly granted hereunder, VidSys, for itself and on behalf of its licensors, reserves all rights in the Software and all Deliverables that are not expressly granted to Company in this Agreement. Company acknowledges and agrees that, except

as specifically set forth in this Agreement, the Software and Deliverables are licensed, not sold, by VidSys to Company, and VidSys owns all rights, title and interest in and to the Software and Deliverables including all rights, title and interest in and to any and all improvements, modifications, derivative works and innovations of, to and/or involving the Software and/or Deliverables, even if such improvements, modifications, derivative works or innovations result from suggestions, enhancement requests, recommendations or other feedback provided by Company. Company agrees not to challenge, directly or indirectly, the right, title, and interest of VidSys in and to the Software or Deliverables, and further agrees not to directly or indirectly, register, apply for registration, or attempt to acquire any legal protection for any of the Software and/or Deliverables.

b Deliverable License. With regard to any Deliverables developed by VidSys for Company pursuant to the terms of an SOW, subject to Company's strict compliance with the terms of this Agreement and the applicable SOW, VidSys hereby grants to Company a license to use such Deliverables pursuant to Section 2 above.

c Federal Government End Use Provisions. VidSys licenses the Software and Deliverables, including related software and technology, for ultimate federal government end use solely in accordance with the following Government technical data and software rights related to the Software and Deliverables include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with VidSys to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

6 CONFIDENTIALITY

a Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. VidSys' Confidential Information shall include the Software, Documentation and Deliverables, and Confidential Information of each Party shall include the terms and conditions of this Agreement and all Attachments and SOWs, as well as business and marketing plans, research, development, services, customers, customer lists, designs, drawings, technology and technical information, products, product plans and designs,

software, developments, inventions, processes, formulas, finances, and business processes disclosed by such Party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without use of or access to the Disclosing Party's Confidential Information.

b Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein and for whom the Receiving Party remains fully liable.

c Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

d Injunctive Relief. Each Party acknowledges that the extent of damages in the event of any threatened or actual breach of this Section 5 would be difficult or impossible to ascertain and that there will be available no adequate remedy at law in the event of any such breach. Each Party therefore agrees that in the event it breaches any provision of this Agreement, the other Party will be entitled to specific performance and injunctive or other equitable relief, in addition to any other relief to which it may be entitled at law or in equity. Any such relief shall be in addition to and not in lieu of any appropriate relief in the form of monetary damages.

7 WARRANTIES AND DISCLAIMERS

a VidSys' Warranties. VidSys warrants to Company that the Software will perform substantially in accordance with the

Documentation for a period of thirty (30) days from delivery of the Software by VidSys to Company (the "Warranty Period") If Company notifies VidSys during the Warranty Period of a reproducible error with the Software that does not perform substantially in accordance with the Documentation, then VidSys shall, at VidSys' sole discretion (i) provide a correction or a workaround for such error, (ii) replace the Software with Software that conforms with the Documentation, or (iii) refund the license fees paid by Company for such Software upon return of the Software to VidSys The foregoing warranty shall not apply to failures to conform to the Documentation to the extent such failures arise, in whole or in part, from (i) any use of the Software other than in accordance with the Documentation and this Agreement, (ii) modification of the Software, or (iii) any combination of the Software with software, hardware or other technology not provided by VidSys under this Agreement, to the extent the combination is the cause of the failure to conform The foregoing shall be VidSys' sole, entire and exclusive liability and remedy for any breach of any warranty With regard to any Services performed by VidSys in accordance with an SOW, VidSys warrants that it will perform such Services in a professional and workmanlike manner using qualified personnel

b Mutual Warranties Each Party represents and warrants that (i) it has the full right, power and authority to enter into this Agreement and perform its obligations hereunder, (ii) its execution, delivery and performance of this Agreement will not conflict with or result in a breach or other violation of any agreement or other third party obligation by which it is bound, (iii) when executed and delivered, this Agreement will constitute its legal, valid and binding obligation enforceable against it in accordance with its terms, (iv) it will comply with all applicable laws in its performance of this Agreement, and (v) it will not intentionally transmit to the other Party any Malicious Code (except for Malicious Code previously transmitted to the warranting Party by the other Party)

c Disclaimer EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, VIDSYS MAKES NO, AND COMPANY HEREBY WAIVES AND DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES REGARDING THIS AGREEMENT, THE SOFTWARE, DOCUMENTATION, SERVICES AND DELIVERABLES CONTEMPLATED HEREBY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ERROR-FREE OR UNINTERRUPTED SERVICE, OR ALL IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE FURTHERMORE, THE SOFTWARE AND DELIVERABLES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND VIDSYS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS

8 INDEMNIFICATION

a Indemnification by VidSys VidSys shall defend Company against any claim, demand, suit, or proceeding ("Claim") made or brought against Company by a third party alleging that use of any Software as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, and shall indemnify Company for any damages finally awarded against, and for reasonable attorney's fees incurred by, Company in connection with any such Claim, provided that Company (a) promptly gives VidSys written notice of the Claim, (b) gives VidSys sole control of the defense and settlement of the Claim (provided that VidSys may not settle any Claim unless the settlement unconditionally release Company of all liability), and (c) provides to VidSys all reasonable assistance, at VidSys' expense VidSys shall have no liability under this Agreement with respect to any Claim based upon (i) combination or use of the Software with equipment, products, systems, software, materials or processes not furnished by VidSys if, absent such combination, no infringement would exist, or (ii) use of the Software which use breaches this Agreement If Company's use of the Software hereunder is, or in VidSys' opinion is likely to be, enjoined due to a Claim, then VidSys may (i) procure for Company the right to continue using such Software under the terms of this Agreement, (ii) replace or modify the applicable Software so that it is non-infringing and substantially equivalent in function to the enjoined Software, or (iii) terminate Company's right to access and use the Software and refund any unused, prepaid fees covering the remainder of the term after the effective date of such termination

b Exclusive Remedy THE PROVISIONS OF THIS SECTION 8 STATE THE EXCLUSIVE LIABILITY OF VIDSYS AND THE EXCLUSIVE REMEDY OF COMPANY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY OR TRADE SECRET MISAPPROPRIATION OR INFRINGEMENT BY THE SOFTWARE AND/OR DELIVERABLES, ANY PART THEREOF, AND ANY MATERIAL OR SERVICES PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER REMEDIES, LIABILITIES, AND OBLIGATIONS

9. LIMITATION OF LIABILITY EXCEPT FOR DAMAGES ARISING FROM A BREACH OF SECTIONS 2 AND 6, NEITHER PARTY WILL BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHER THEORY), TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFIT, BUSINESS OR DATA) ARISING OUT OF THIS AGREEMENT THE AGGREGATE LIABILITY OF VIDSYS AND ITS AFFILIATES ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE FEES PAID BY COMPANY TO VIDSYS FOR THE SOFTWARE AND/OR SERVICES TO WHICH COMPANY'S CLAIM RELATES

10 TERM AND TERMINATION

a Term of Agreement This Agreement commences on the Effective Date and continues until all Attachments and SOWs have expired or been terminated in accordance with this Agreement. If no Attachments or SOWs are in effect, either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party.

b Termination for Cause A Party may terminate this Agreement for cause: (i) upon 30 days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

c Effect of Termination Termination of this Agreement shall not release the Parties from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this Agreement to survive termination. Upon any termination of this Agreement, each Party will: (i) immediately discontinue all access to and use of the other Party's Confidential Information, (ii) delete the other Party's Confidential Information from its computer storage or any other media, including online and off-line libraries, (iii) return to the other Party or, at the other Party's option, destroy, all copies of such other Party's Confidential Information then in its possession, and (iv) promptly pay all amounts due and remaining payable hereunder. Termination of this Agreement, regardless of cause or nature, shall be without prejudice to any other rights or remedies of the Parties and shall be without liability for any loss or damage occasioned thereby.

d Surviving Provisions Sections 2(c), 4, 5, 6, 9, 10(c), 10(d), 11, and 12 shall survive any termination or expiration of this Agreement.

11 NOTICES, GOVERNING LAW AND JURISDICTION

a Notices Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally, (b) by overnight courier, upon written verification of receipt, (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission, or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notices shall be sent to the addresses provided above, and any notices sent to VidSys shall be sent to the attention of "CFO." Either Party may designate a different address by providing written notice to the other Party.

b Governing Law and Jurisdiction This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the Commonwealth of Virginia, as

such laws are applied to agreements entered into and to be performed entirely within Virginia between Virginia residents. Each of the Parties irrevocably consents and submits to the exclusive personal jurisdiction of the state and federal courts located in the Commonwealth of Virginia for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in Virginia, such personal jurisdiction shall be nonexclusive. Both Parties waive any right to assert the doctrine of forum non convenienc or otherwise object to the jurisdiction or venue of such courts. The Parties also agree to waive and opt-out of any application of the Uniform Computer Information Transactions Act (UCITA), or any version thereof, adopted by the Commonwealth of Virginia or any other state in any form. Application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

c Waiver of Jury Trial Each Party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

12 GENERAL

a Relationship of the Parties. The Parties will perform hereunder as independent contractors. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant between the Parties.

b No-Hire Company agrees not to solicit actively and/or hire any employees or contractors of VidSys who have directly or indirectly been involved in the provision of Services under this Agreement without the prior written consent of VidSys. Company's obligations under this Section 12(b) shall continue for a period of one (1) year after termination of this Agreement, without regard to conflict of law principles.

c No Third-Party Beneficiaries There are no third-party beneficiaries to this Agreement, and the Parties acknowledge that this Agreement is intended solely for the benefit of the Parties, their successors and permitted assigns, and nothing herein, whether express or implied, shall confer upon any person or entity, other than the Parties, their permitted successors and assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

d Force Majeure VidSys shall be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of God, fire, strike, embargo, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of VidSys. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

e Publicity Company agrees that VidSys may include Company's name in a representative customer list provided that Company is listed in the same typeface and font size as its other customers and VidSys does not state that Company recommends or endorses VidSys or its products. Further, Company hereby agrees that VidSys may use Company's corporate name and logo in VidSys' marketing materials, including identification on the VidSys website.

f Waiver and Cumulative Remedies, Severability No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

g Assignment. Neither Party will have the right to assign this Agreement without the written consent of the other Party, provided, however, that VidSys will have the right to assign this Agreement to an Affiliate of VidSys or pursuant to a merger, consolidation, reorganization or sale of all or substantially all of the assets of the business to which this Agreement relates. Any assignment in violation of the foregoing provision shall be void and of no effect, and a Party's sole remedy for any purported assignment by the other Party in breach of this paragraph shall be, at the non-assigning Party's election, termination of this Agreement upon written notice to the assigning Party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

h Headings, Contract Interpretation The captions to the Sections of this Agreement are not a part of this Agreement but are merely guides or labels to assist in locating and reading the Sections hereof. The terms "this Agreement," "herein," "hereof," "hereunder" and similar expressions refer to this Agreement and not to any particular section or other portion hereof. Except as expressly provided otherwise, references herein to "days" are to calendar days. Any use of the term "including" in this Agreement shall be construed as if followed by the phrase "without limitation."

i Entire Agreement, Counterparts This Agreement, including all Attachments and SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement (as well as any Attachment and/or SOW) shall be effective unless in writing and signed by an authorized representative of each Party. However, unless otherwise expressly agreed in an Attachment and/or SOW, if the terms of this Agreement conflict with the terms of any Attachment and/or SOW, the terms of this Agreement will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Company's purchase order or other order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement.